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XVIII v. 18-20

JEFFREY'S NECK

AND

THE WAY LEADING THERETO

WITH NOTES ON

LITTLE NECK

BY

T. FRANK WATERS

Salem Press :
THE SALEM PRESS CO., SALEM, MASS.
1912

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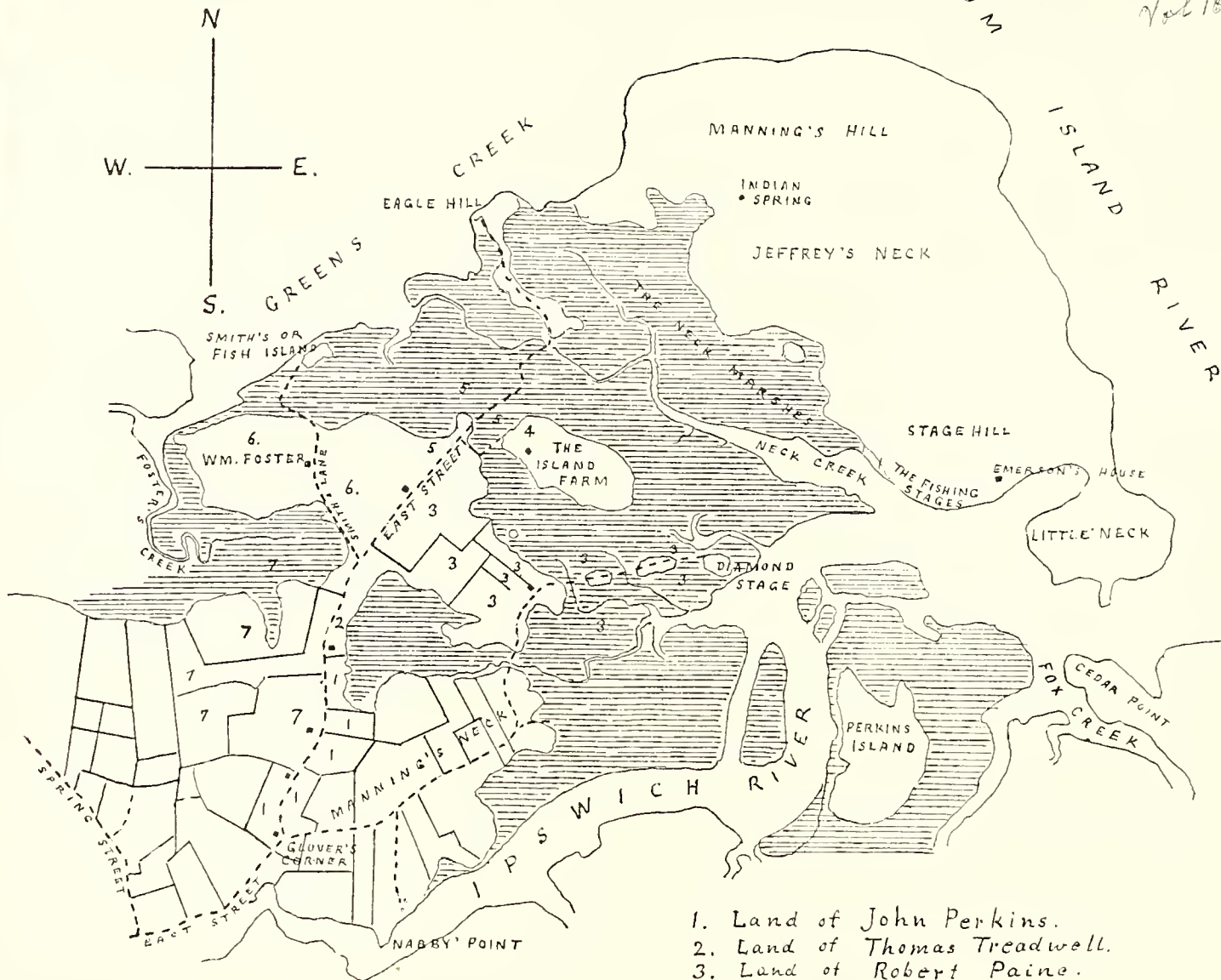
LITTLE NECK

Salem, Mass.
THE SALEM PRESS CO., SALEM, MASS.
1912



1. The first of the points
2. The second of the points
3. The third of the points
4. The fourth of the points
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9. The ninth of the points
10. The tenth of the points





1. Land of John Perkins.
2. Land of Thomas Treadwell.
3. Land of Robert Paine.
4. The Island Farm.
5. Land of Andrew Hodges
6. Land of Richard Smith.
7. Land of Nathaniel Treadwell.



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PREFACE.

Reversing the order indicated on the title page, the road leading to Jeffrey's Neck will be considered first, so that the pilgrim to the Neck may make acquaintance with the ancient dwellers along the old way as he goes. They were people of fine quality, and the early dwellings which remain and the vacant sites of the homes which have disappeared, attain new and sympathetic interest as we come to know something of their lives. The fact that John Perkins and Thomas Treadwell and their heirs owned land on both sides of the way has occasioned much difficulty in making a symmetrical treatment of the farms along this road. The plan adopted, which seems best on the whole, treats first the John Perkins land in both divisions, then the other farms on the east side of the way, then the farms on the west side from the Neck to the Perkins line.

The story of Jeffrey's Neck is told in full details. From the very beginning of our Town's history, this great, isolated tract has been the most noteworthy portion of the old common lands. Its forests were an important asset, its value as a safe and extensive pasture was very great, and the fishing station on its beach and hill-side was a large factor in the industrial development of the Town. Much of the legislation regarding it applies in greater or less degree to other portions of the common lands for a long period. But after the first decade of the eighteenth century, it held a unique position as the only valuable portion of the old common lands which was retained by all the Commoners in a body. Litigation soon arose concerning the rights of heirs of Commoners in the Neck. Later in the

century the Town in its corporate capacity claimed an interest, and to this day, these proprietary claims have reached no conclusive settlement. The issues involved are delicate and far reaching and of great public interest.

This peculiar public interest in Great Neck, added to the intrinsic worth of its annals, has made it desirable that a full and careful statement of its complicated history should be made. I have made the attempt to tell the story in its main events, in simple and readable fashion, portraying the picturesque earlier history, and recording accurately the various stages of the more recent claims of right and title.

I wish to acknowledge my great indebtedness to Mr. John W. Nourse for the use of his Notes, which embody the results of long and patient research in Neck titles, and for the diagram which accompanies.

T. F. W.

The John Perkins Farm.

No. 1.

1634.

"Att a meeting houlden in November [] was consented and agreed unto the length [] of Ipswitch should extend west ward unto [] buryinge place and Eastward unto a Cove of the River unto the plantinge ground of John Pirkeings the Elder."

Thus begins the Town Record, written in the month of November, 1634. John Perkins Sen., who enjoys the distinction of being the first man, whose name appears in the Record, was already comfortably established in his home on the corner of East Street and the way to the Neck, where Mr. James S. Glover now resides. Though the entry of the grant was not made until a later date, he had already received an allotment of ten acres, "upon part whereof he hath built a house"; six acres of meadow and six acres of upland joining his houselot, and forty acres of land in "Cheboky." He soon exchanged this lot with Thomas Howlett for some land by the riverside, near his dwelling.

He was now about forty-four years old and was recognized as a citizen of sterling worth. The most delicate and pressing matter that engaged the little group of settlers was the assignment of lands, their definite location, and orderly entry in the public record book. It is no small compliment to Mr. Perkins that the order was adopted in 1634:

"Whosoever will have his lott entered into the records of the Towne shall bring unto the officer in that behalf a certificate under the hands of Henry Short John Pirkins Robert Mussey John Gadge or the greatest pt of them w^{ch} shall bee a warrant unto the officer in that bechalf to enter and record the same."

The Town in its corporate capacity voted the land grants, but the "lot-layers" had the responsible task of laying out the grants and locating the metes and bounds. There was especial fitness in assigning a part in this work to him. The great area of level and fertile soil, fringed with a vast expanse of salt marsh and thatch banks, called variously, "the Neck at the East end of the Town," and "this Neck of Land the Town Standeth," but a little later by common consent, "John Mannings Neck" lay at his door, and the great area still known as the "Common Fields" was near at hand. Though the Town voted on January 5, 1634-5, that the land now known as Great Neck or Jeffrey's Neck, "shall remayn for comon use unto the Towne forever," no other reservation was made in this vicinity and a great number of citizens received grants of about six acres of upland, with

allotments in the marsh lands in this section. The lot layer was a busy man and very important functionary in those days. He was chosen one of the "seven men," as the Selectmen were then called, in Feb. 1636-7. His associates were Mr. Winthrop, Mr. Simon Bradstreet, Mr. Daniel Denison, John Gage, Jonathan Wade, and Goodman Thomas Scott.

To define the limit between the land in the Town proper held in severalty by the citizens from the more remote fields and farms, which were probably unfenced, a fence was ordered built in January, 1637-8, when the Town voted:

"that a general fence shall be made from the end of the Town to Egypt River with a sufficient fence and also from the East end of the Towne in the way to Jeffries Neck from the fence of John Perkins to the end of a creek in the marsh near land of Wry Foster to be done at the charge of all those that have land within the said cumpass and by them to be maintained."

Mr. Foster's land is probably included in the farm now owned by Mr. Hudgens, and the fence thus ordered extended along the whole western side of the highway. No doubt there were division walls and fences already built on the eastern side and to some extent on Manning's Neck, but these were matters of private concern, which each man settled to suit himself and his neighbor. The common fence was built and maintained at the command of the Town.

In March, 1650, John Perkins, Sen., being about sixty years of age, was freed from ordinary training by permission of the Quarter Sessions Court. No doubt he was feeling physically weak as he died in the year 1654. His will is preserved in the Registry of Probate, but the fading of the ink and the extraordinary chirography of William Bartholomew, the Town Clerk, who drew the will, a penman of the old school, render it almost illegible in parts. It was signed, 28th, 1 mo., 1654, but either from illness or lack of education, he could only make his mark. It was proved on the 26th of September of the same year.

He bequeathed to his wife, Judith, the usual privileges of life interest in his estate, which were accorded widows; to his son John, the unborn foal of his young mare and one ewe after shearing time; to his son, Thomas, to his daughter, Elizabeth Sargeant, wife of William Sargeant, his daughter, Mary Bradbury, wife of Thomas of Salisbury, his daughter Lidia Bennett, wife of Henry Bennett, each a cow and a heifer, and to his grandson, Thomas Bradbury, one ewe. Mrs. Mary Bradbury, then living in Salisbury, was accused of witchcraft in her eightieth year and condemned to death, but she was finally acquitted.¹ To his son Jacob, born in the year 1624, he gave all his landed estate, with full possession after the decease of his wife.

The inventory taken 7 mo., 26th, 1654, is interesting from its early date, and the glimpses it gives of the possessions of an ancient Ipswich

¹A Short History of the Salem Village Witchcraft Trials. M. V. B. Perley p. 26.

farmer. It included the dwelling, barn and out houses, 8 acres about the house, 12 acres of "improved land," and some 40 acres more of upland and marsh, a mare with foal, six cows, a steer and four yearling heifers, a dozen ewes and lambs and a yearling wether. The furnishings were very meagre, one feather bed with bedstead and furniture, one coverlid and other small items, several kettles, pots and dishes in the kitchen, and ten pounds sterling in money. The land lay on both sides the road and in Manning's Neck.

Jacob Perkins met with a great loss when his house burned to the ground, early in August, 1668. Mehitable Brabrook, aged about sixteen years, the house-servant, was summoned before Gen. Daniel Denison, Justice of the Court.

"This examiner saith that on Thursday last was seven night her master Jacob Perkins and his wife being gone to the Town she was left at home alone about two or three o'clock in the afternoon she was taking tobacco in a pipe and gott upon the oven on the outside and backside of the house (to look if there were any hogs in the corn) and she layd her right hand upon the thatch of the house (to stay herself) and with her left hand knocked out her pipe over right arm upon the thatch on the eaves of the house (not thinking there had been any fire in the pipe) and immediately went down into the cornfield to drive out the hogs she saw."

Looking back she saw smoke rising from the roof and ran to tell the wife of their neighbor, Abraham Perkins. They rushed back together and Mehitable ran for a bucket of water, "but before I could get out of the house the thatch flamed and for want of ladders and help being round the house was burned down."

Goodwife Perkins testified that she ran into both the rooms of the house and looked up both the chimneys. She also looked up into the chamber "through the boards that lay very open up towards that side where the smoke was on the outside." She saw no flame but was unable to put out the burning thatch on the roof.

Evidently by accident or with malice prepense the serving maid was responsible, and the testimony of John Williston, aged twenty, was not helpful to her:

"that as they were going into the meadow to make hay Mehitable told him her mistress was angry and she had fixed her by putting a great toad into her kettle of milk."

The Court sentenced her "on suspicion of firing ye house," to be severely whipped, and pay £40 damage to Jacob Perkins and costs and fees of court. Notwithstanding the suggestive revelations of the young maid's temperament, which the public trial brought to light, she was sought in marriage in the following year by John Downing. They were wedded on Nov. 2, 1669, and her father, Richard, as a marriage settlement, gave the bride and her husband half his farm.

Apart from the tale of the maid's misdoings, valuable information is afforded as to the architecture of the dwelling. Though Jacob Perkins and his father before him were men of good estate, he was content to live in a two-room house, with a great chimney at each end, probably of wood, daubed with clay, with a loft over head floored so loosely that one could look up into it from below, and a thatch roof. At the same time John Whipple, the elder, was living in the western half of the house, now owned by the Historical Society, in regal luxury compared with the primitive simplicity of the Perkins dwelling.

In 1671, the new house was struck by lightning on Sunday, "while many people were gathered there to repeat the sermon, when he and many others were struck down, and had his waistcoat pierced with many small holes like gooseshot and was beaten down as if he had been dead for the present."

Jacob Perkins Senior, had a considerable family.

JACOB, who married Elizabeth, daughter of John Sparks, the famous inn-keeper of the time, Dec. 25, 1684. Her sister, Rose, married Benjamin Newman, a near neighbor.

MATTHEW, who married Esther, daughter of Lieut. Thomas Burnham, afterwards known as Captain, born, Nov. 11, 1670.

JOHN

ELIZABETH

JUDITH

MARY

HANNAH

JOSEPH, son of Sargeant Jacob, born June 21, 1674.

JABEZ, born May 15, 1677.

On March 23, 1685, (8:51) Jacob Perkins, "aged about 61," as the deed recites, conveyed to his son, Jacob Tertius, in consideration of his marriage with John Sparks's daughter, three quarters of an acre out of his homestead, "4 and 20 rods to set his house on, out of my orchard, and 4 score and 16 rods above my orchard," with two acres of tillage land in Manning's Neck, the pasturing of two cows in his pasture, and at his decease, a fourth part of all his lands, including that already given him. This small lot was west of the dwelling, fronting on East St.

On the same day, (7:147) he conveyed to his son Matthew, "by agreement of marriage with Lieut. Burnam's daughter," a house and three-fourths acre of land, "within ye gate that the highway leads to Jeffries Neck," bounded by the same east, and his land north and south, with a similar gift of two acres pasturage, and an eventual quarter of his whole estate. He also gave a portion to his son, John, the deed of which is not recorded.

On March 13, 1692-3 (9:271) Jacob Perkins, now grown old, and unable to manage his estate as formerly, and having given to his sons, John, Jacob and Matthew, such part of his land etc., and also to pay his three

daughters, Elizabeth, Judith and Mary, their portions, that they might be debarred from claims upon the rest of his estate belonging to the rest of his children, Joseph, Jabez and Hannah, made an indenture with his sons, Jacob and Matthew, that they should have the other half of his real estate, paying an annual stipend to himself and wife, including his dwelling, except what was reserved to his wife before marriage, the great pasture on the east side of the road to Jeffrey's Neck, his land in Manning's Neck, "his upland, meadow and marsh lying below the field adjoining to said Mannings field on y^e N. W. side, the Town River S. E. and Mr. Robert Paines N. E.," with upland and marsh at Grape Island.

The sons, Jacob and Matthew, divided the property. By a deed drawn March 20, 1693-4 (13:108), Jacob, a tailor, received as his portion, "the mansion, orchard, garden, etc.," and the southerly side of the land extending to a division fence between Jacob and Matthew, "except the least barn," which fell to Matthew, the south end of the great pasture, and half the Manning's Neck lands. Matthew, a weaver by trade, received the homestead north of the division fence, the north end of the pasture with all the marsh ground adjoining thereto, bounded by Nathaniel Treadwell's land, and half the Manning's Neck land. Jacob Perkins Sen. made no will. His inventory dated Feb. 9, 1699 (Pro. Rec. 307:296) indicates that his death occurred about this time.

Jacob Perkins, Tertius, as he has been styled though he was the son of Jacob, Senior, married Elizabeth Sparks, Dec. 25, 1684. Their children were:

JACOB, born Feb. 15, 1685.

JOHN, born Sept. 2, 1687.

ELIZABETH, born March 18, 1691, who married William Leatherland, pub. Oct. 23, 1708.

Elizabeth, the wife of Jacob, died April 10, 1692, and he married again soon after, choosing his neighbor, Sarah Treadwell, daughter of Thomas Treadwell of the Island farm. Their children were:

ELISHA,

SARAH, born Dec. 26, 1696.

MARY, born Nov. 26, 1698.

HANNAH, born July 24, 1701.

JUDITH, baptized. Nov. 4, 1705.

Jacob Perkins died Nov. 12, 1705, in his 44th year. In his will, signed Nov. 10, 1705, he bequeathed to his children by the earlier marriage, John, Jacob and Elizabeth, his new house with an acre of land adjoining, his new barn at the upper end of his pasture, with three acres adjoining, four acres of plow land in Manning's Neck, etc.; "but if Jacob and John pay to my daughter, Elizabeth, £40 in money at the age of eighteen, they shall enjoy all these lands and buildings. If not, I constitute my two loving brothers, Matthew Perkins and Thomas Treadwell, to lay out a third to my daughter, Elizabeth."

All the rest of the estate was given to his loving wife, Sarah, and her children, Elisha, Sarah, Mary, Hannah and Judith. "My son, Elisha, paying out of the estate £30 apiece to his four sisters, shall enjoy all housing and land." His wife, Sarah, was made executrix.

His inventory (309:2) included, beside the houses and lands, 6 oxen, 4 cows, 10 young cattle, 1 horse, 56 sheep, 4 swine, and the unusual items in ancient inventories, 4 stock of bees, 12 dung hill fowls. Jacob Perkins, Jr., with his wife, Lydia, then residents of Cape Natuck, (Neddick), Maine, conveyed his third in the property, bequeathed to Jacob, John and Elizabeth, to Thomas Treadwell, Jr., March 24, 1707-8 (21:153). John Perkins, cordwainer, then of Norwich, Conn, conveyed his interest, Oct. 18, 1708 (22:40).

William Leatherland, fisherman, and Elizabeth, his wife, daughter of Jacob Perkins, acknowledged receipt of £40 from her brothers Jacob and John and quit claimed interest March 18, 1708-9 (311:108)

Elisha Perkins, son of Jacob, succeeded therefore to the ownership of the homestead and the land adjoining, and the pasture and tillage land in Manning's Neck. He married his neighbor and playmate, Abigail Newmarch, int. August 4, 1722. Their children were:

ELISHA, baptized May 28, 1727. John Treadwell was appointed his guardian, as a person non-compos mentis, May 23, 1759. (Pro. Rec. 336:244.)

ABIGAIL, baptized Feb. 8, 1735. Married 1st Elisha Gould, intention July 26, 1755. Their children were: Abigail, baptized June 6, 1756, Elisha Perkins, son posthumous, baptized Nov. 13, 1757; married 2nd Richard Holland of Gloucester, intention May 2, 1767.

On Feb. 13, 1716, probably very soon after he became of age, Elisha and his mother sold Arthur Abbott, yeoman, a lot 4 rodssquare at the N. E. corner of the homestead, abutting on land of his uncle, Capt. Matthew Perkins, and fronting on the road to Jeffrey's Neck. (34:16). Abbott built a house on the lot, but sold house and lot back to Elisha, who then sold the house with a half acre of land, bounded N. W. by Andrew Burley, to Solomon Lakeman, fisherman, Aug. 14, 1724. (44:35).

Elisha and his mother sold Lakeman a strip of the Perkins orchard $2\frac{1}{2}$ rods wide, the whole depth of the lot, about a third of an acre, with a privilege of a cartway in at the bars for his convenience to a barn, if he should erect one. December 9, 1732 (65:177).

Solomon Lakeman sold the house and land, now about $\frac{3}{4}$ of an acre, to his brother, Archelaus Lakeman, Jan. 20, 1734 (69:16), and his widow conveyed half the house and land to Solomon Lakeman, Jr., June 4, 1747 (101:236). He secured the other half and deeded the whole to Moses Wells, Jr., mariner, Feb. 19, 1756 (101:236). John Wells and others sold the homestead to Abner Harris, May 29, 1777 (142:224), and his executor to Edward Martin, June 9, 1785 (143:187), who conveyed it to

Mary Martin, singlewoman, his sister, April 27, 1796 (163:37). She sold the house and land to Lydia, wife of Dea. Francis Caldwell, Jr., March 3, 1828. (255:235). Mr. Caldwell had married Lydia Hovey, int., Nov. 30, 1811. He and his family are well remembered by the older people.

Their children were:

JOSEPH HOVEY, born Aug. 2, 1814.

JOHN, born March 10, 1816.

TYLER, born January 1, 1819.

GEORGE WASHINGTON, } twins born March 4, 1821.
DANIEL AUGUSTUS, }

JOEL, born August 11, 1824.

ELIZABETH BOARDMAN, born May 7, 1827.

LYDIA Ann, born April 22, 1831.

The oldest son was a lusty lad of 14 years when the worthy couple purchased their new home, and the last child was born there. Dea. Caldwell sold a lot measuring 61 ft. on the road and 290 ft. deep to Oliver L. Sanborn, October 25, 1854 (520:198), who built the house now standing.

The venerable mansion came into the possession of George W., one of the twin sons. Here he lived a solitary life for years, but in his old age he tore down the old homestead, though he lived on the spot until his death. His brother, Tyler, and Lydia Ann, his sister, sold to Irving Brown, "the homestead of our brother, the late Geo. W. Caldwell, which we took as his heirs", April 13, 1896. (1486:64). He sold to Mr. Charles P. Searle, Dec. 26, 1907. (1905:344).

Mr. George Caldwell preserved an ancient painted panel, from over the fire place in the old homestead, which he gave to the Historical Society. It has found an honored place in the cabinet room in Whipple House. Though dimmed by the housecleaning zeal of many housekeepers, a picture of the fishing station at Jeffrey's Neck, at a period antedating the Revolution, as the fishing vessels display the English flag, is fairly discernible. Miss Harriet D. Condon has made a careful drawing, which the illustration in the text ¹ has reproduced.

In his will signed Jan. 8, 1780, proved April 4, 1781, (354:380), Elisha Perkins devised his personal property, etc., to his wife, Abigail, and the residue including the real estate to his daughter, Abigail Holland, and his grandson, Elisha Perkins Gould. The latter was also appointed executor. His inventory (354:473) shows that the home lot was now reduced to two acres beside the house, but included part of the pasture and the land in Manning's Neck. The committee appointed to divide the real estate assigned the homestead to Abigail Holland, and to the heirs of Elisha Perkins Gould various lots, which will be considered later, April 4, 1782. (355:233). The account of administration includes the item, "Paid Major Charles Smith Tax for hiring a soldier for the army. £3-4-0" (355:235).

¹Page 59

Abigail Holland, the spinster, daughter of the widow Abigail, inherited the dwelling and sold a houselot, measuring $\frac{3}{4}$ acre, 16 rods, with a right of way through the bars at the east corner of her house with men, carts, cattle and teams, to Ezra Merrill, mariner, Oct. 8, 1839 (333:259). Mr. Merrill built a house and barn and occupied as his home. He conveyed it to his daughter, Kate M. Kimball, Feb. 2, 1901 (1633:320), and Philip and Kate M., his wife, sold to Winfield L. Johnson, Feb. 10, 1908 (1908:298).

Nabby Holland, for the "love and good will" she bore him, gave to Michael Gould of Roxbury, bricklayer, son of her late nephew, Elisha Gould, the Perkins homestead with an acre of land, "all I own, devised to me by the will of my late mother, Abigail Holland," reserving life use, Aug. 17, 1848. (401:80). "Nabby's Point" preserves her memory, part of the field allotted her mother in Manning's Neck.

Michael Gould quit-claimed to Israel K. Jewett, Dec. 17, 1852 (499:133) and he conveyed to James L. Glover, Jan. 13, 1857, subject to any existing right of way. (546:193). The precise age of the present house is uncertain. It may be identical in part with the new dwelling, which Jacob Perkins built after the first house had been burned. Michael Gould enlarged and improved it during his ownership.

Reverting now to the division between Jacob Perkins, the tailor, and his brother, Matthew, the weaver, it was noted that Captain Matthew received the northern portion, beyond the division fence, in March 1693-4, including a dwelling, which had been conveyed to him in 1685, on the occasion of his marriage with Esther Burnham.

Here the young couple dwelt for years, until with increasing prosperity, Captain Perkins bought the Norton-Cobbett orchard in 1701, and built the mansion, which still remains a comfortable dwelling, and is persistently styled, the Norton-Cobbett house. That interesting house stood a little west of the present dwelling, and was torn down nearly a century ago.¹

Here the children, with two exceptions, were born:

MATTHEW, born April 14, 1687.

ESTHER, born July 17, 1690.

JOSEPH, born June 15, 1695.

MARY, born Dec. 3, 1696.

ELIZABETH, born Oct. 27, 1702.

HANNAH, born Aug. 26, 1711.

The daughter, Mary, married Ebenezer Smith, int. October 9, 1714, who built and dwelt in the house now owned and occupied by Mr. Chas. W. Brown. Esther married first, Abraham Perkins, int. Jan. 10, 1707-8, who died Feb. 14, 1717 in his 32nd year, and second, Edmund Porter of Boston, int. April 22, 1721. The son, Matthew, married Martha Rogers, int. May 14, 1709.

Captain Matthew conveyed "to my only son, Matthew, being about to settle," the house he had lived in until the new mansion was built,

¹See Ipswich in the Massachusetts Bay p. 389.

"with half an acre of orchard beside what the shop and housestands, and ye yard before the house, with the shop upon it," and other lots near by, May 25, 1709 (35:104). He sold $1\frac{3}{4}$ acres, between Matthew, Jr.'s house and the Treadwell land farther north, to Elisha Perkins, his nephew, March 26, 1718 (33:148), which Elisha sold the same day to Andrew Burley, whose land adjoined on the west side (34:160). Captain Matthew died on April 15, 1738, aged 72 years, 9 mo., 23 days, leaving his estate by will to his wife, Esther, to Matthew, Esther Porter, and the children of Mary Smith, signed March 22, 1728-9 (322:285-7). The inventory is very elaborate and reveals the complete furnishings of the dwelling (322:363-5). The 'mansion house' with about an acre of land was appraised at £150.

Martha, wife of Matthew Perkins, Jr., died Sept. 30, 1720, leaving a family of young children:

MARTHA, born

JOHN, bap. March 23, 1712, died before 1727.

HANNAH, bap. 20, 10 mo., 1713.

JONATHAN, bap. Sept. 11, 1715, not living in 1736.

SARAH, bap. 3, 12 mo. 1716.

Matthew married again, choosing the widow Mary Smith, int. Jan. 14, 1720-1, and the family grew apace.

ESTHER, bap. Dec. 24, 1721.

RUTH, bap. Aug. 31, 1723.

MATTHEW, bap. May 30, 1725.

JOHN, bap. Nov. 19, 1727.

BREWER, bap. June 7, 1730, died Sept. 1, 1730.

STEPHEN, bap. Jan. 23, 1731-2, died Feb. 21, 1735.

ABRAHAM, bap. April 6, 1735.

STEPHEN, bap. Dec. 12, 1736.

With the exception of Brewer, every child bore a famous Bible name and this was the first departure in the Perkins family from this goodly Scriptural rule.

As frequently happened in the great families of the olden time, marriages began before the births ceased. Martha, the first born, married Barnabas Dodge, Sept. 27, 1728, and Hannah, Josiah Woodberry of Beverly, June 15, 1731. The father of this great family died on May 28, 1737, eleven months before his father, but the father's will was not changed. He left his real estate to Matthew, his eldest son, with gifts to Esther, Ruth, John, Abraham and Stephen, and his two married daughters (will signed March 19, 1736) (322:92-4). The widow, Mary, was authorized to sell the real estate, and she conveyed pasture rights to Andrew Burley Esq. May 7, 1739 (88:20), and later the pasture itself and a half acre of orchard adjoining Burley, Aug. 1, 1740. (88:21). Despite the encumbrance of a brood of children, the widow was soon sought in marriage a third time, and became the wife of James Gerrish of Berwick, int., Dec. 12, 1740. In her account of administration, she charged to the estate, "bringing up

two young children, 5½ years, £82-10s-1d." (330:456). The homestead was conveyed to Mr. Burley (deed not recorded), and at last the Perkins title to this location, beginning with the first settlement, was extinguished.

Andrew Burley, father of the purchaser of the Matthew Perkins homestead, had acquired by purchase eleven acres in the pasture of Benjamin and Thomas Newman, adjoining the Perkins land. He owned this at the time of his death; (Inventory, 1717) (312:193), and Andrew, the son, purchased the interest of the other heirs and became sole owner. (313:292, Feb. 18, 1718-9). The younger Andrew bequeathed the Perkins property to his grandson, Andrew Burley. (332:63, Dec. 4, 1753.)

Andrew Burley of Waterborough, County York, grandson of Andrew Burley, Esq., who bought the property, sold to Moses Wells, Jr., whose lot abutted on his, 4¼ rods, April 26, 1764, (115:125) and to Thomas Caldwell, the dwelling and other buildings and 13 acres of land, October 7, 1789 (209:73).

As the home for forty years of Thomas Caldwell, the old Perkins homestead again appeals to our regard. In his early manhood he had married Lucy Henderson, Jan. 26, 1773, in her 21st year. She died on Sept. 18, 1788, aged 36 years, about a year before he bought the Perkins estate. He married Mary Sweet, Feb. 14, 1793.

The head of the family died on Dec. 19, 1828, aged 81 years, leaving his daughters, Deborah, wife of David Hart of Newmarket, Sarah, widow of Benjamin Pinder, Jr., a son, Joseph, and the children of his deceased son, Thomas. The heirs sold the old homestead to Capt. William Treadwell on April 29, 1830 (258:251).

He was the son of Nathaniel and Elizabeth Treadwell and was born, it is believed, in Portsmouth, whither one of the family had migrated, on March 10, 1791. Choosing the sailor's life, he attained command of some of the fine ships owned by the Salem merchants, and made long voyages to India and the far East. He married Welcome Soward on Aug. 23, 1814. Their children were:

WILLIAM FRANCIS, born Dec. 12, 1815. He went to sea with his father as chief mate, but retired in due time and made his home on the farm. He married Sarah B. Ross, on June 29, 1843. Their son, John Soward, was born Aug. 25, 1844.

ABIGAIL, born August 7, 1817, married William P. Treadwell of Portsmouth, an inn-holder, son of Thomas and Anna, Oct. 14, 1845. She made her home in the house on the corner of East and Spring Streets, whence the family removed to the farm in 1830.

JOHN SOWARD, born Sept. 14, 1819, was lost at sea on a fishing voyage, undertaken for his health in his young manhood.

ELIZABETH STONE, born Mar. 14, 1822, married James Quinby, trader of Sandwich, N. H., Feb. 22, 1849.

REBECCA H., born April 9, 1824, married Israel K. Jewett, Jr.

LUCY JANE, born Nov. 8, 1825, married 1st William Jones, Dec. 14, 1852 2nd Stillman H. Chandler, Sept. 9, 1858.

ISAAC CUSHING, born March 29, 1828, died Nov. 13, 1828.

FRANCES S., born June 24, 1831, married Lorenzo D. Canney.

CHARLES T., born June 30, 1833, died in Salem in 1910.

Capt. Treadwell enlarged the farm by the purchase on March 20, 1832 (262:291) of $14\frac{7}{8}$ acres of tillage land of Nathaniel Scott, called "the upper field," adjoining his own land and that of Aaron Treadwell, with the privilege of a way to the premises over "Scott's Lane," as it was called; and on Nov. 9, 1835, Nathaniel Harris, Jr., sold him three acres marsh with a small piece of upland, beginning at the northwest side of "the Island bars," and bounded by the causeway to Fish Island, the river, etc. (327:187). Harris had bought this of Michael Brown, Nov. 9, 1835 (314:151), who bought of the heirs of Thomas Caldwell, April 9, 1830 (257:288). Mr. Caldwell had purchased it of David Andrews, June 14, 1816 (250:238).

He sold the farm to Luther Caldwell of Elmira, N. Y., June 8, 1868 (748:83), and four acres of pasture on the hill, May 18, 1869 (780:117). Col. Caldwell sold to Gen. William Sutton, Oct. 24, 1870 (809:196). He was the son of William Sutton and Elizabeth Treadwell, daughter of Aaron of the neighboring farm, and was always greatly interested in the town of his ancestors, though his home was in Peabody. He made extensive repairs and enlargement of the ancient dwelling, and it attained such a modern look that its venerable age would never be suspected. A few years later, he bought the "Heard farm" near the Neck, and added many adjoining lots of upland and marsh.

Extending the farm up the slightly slope of Town Hill, he bought a pasture lot owned by Essex Co., Dec. 8, 1871 (842:33); of Dea. Aaron Cogswell, 7 acres of pasture, Oct. 23, 1872 (869:111) and 141 sq. rods adjoining, April 15, 1873 (879:1). He acquired "Averill's birches", a six acre wood lot, by purchase from the Averill heirs, Oct. 25, 1872 (868:15), and a small pasture lot, from Daniel L. Hodgkins, June 1, 1874 (905:81). Gen. Sutton conveyed this farm, in common with his whole estate, to his brother, Eben Sutton, of North Andover, Nov. 30, 1881 (1072:42), who conveyed to Susan M. Sutton, wife of William, the same day (1078:177). She sold to Lilla Boswell Elliott, wife of Arthur Boswell Elliott, Dec. 17, 1884. Mrs. Elliott sold a house lot and house on the south side of the farm to Geo. O. Sanborn June 19, 1885 (1152:204). With the exception of this small house lot, she conveyed her title to the whole property to George K. Goulding of Malden, May 8, 1886 (1173:109), subject to a mortgage to the Ipswich Savings Bank. Mr. Goulding conveyed to Edgar K. Ray, June 18, 1886 (1175:260), who conveyed to Eliza V. Goulding, wife of Geo. K., June 22, 1886 (1175:261). In default of payment of the mortgage, the Savings Bank gained possession, March 4, 1889 (1243:455), and sold to Nathaniel T. Low, Sept. 20, 1889 (1259:338). Mr. Low bought the adjoining farm, formerly owned by his grandfather, Micajah Treadwell, two years later.

On the east side of the way to Jeffrey's Neck, John Perkins owned a large pasture. The first grant to him recorded is that of "fourtye acres more or less bounded on the East by Mr. Robt. Coles his land on the South by a small Cricke on the West unto the towne side." It is doubtful whether he ever occupied this, as another allotment gave him in addition to the home lot of ten acres, which has been studied in detail, six acres of meadow and six of upland joining to the former ten acres and "having William White's land on the North East and the highway to Jeffries Neck on the North West." This coincides with the "Burley lot" on which Mr. George A. Hodgdon built his house and out buildings, though it is not recorded that William White owned the land on the north of this lot. However his will and inventory already given show that he was granted or that he acquired a large tract, reaching from the road into Manning's Neck beyond the Hodgdon farm buildings.

John Perkins bequeathed this with all his other land to his son, Jacob. Jacob distributed his lands to his sons, Matthew and Jacob, and in the division of the pasture, Matthew had the northern portion and Jacob the southern.

Jacob, as it will be remembered, devised to his sons, John and Jacob, and his daughter Elizabeth, certain lands in Manning's Neck, not bounded, which they quit-claimed to Thomas Treadwell in 1708 and 1709,¹ and to his son, Elisha, the remainder of his real estate.

Treadwell sold to David and Francis Pulcifer, 3 acres of pasture land adjoining Elisha Perkins's land on the north east and the way to Manning's Neck field on the southwest, Dec. 12, 1747. (90:127). Elisha Perkins sold Francis Pulcifer, fisherman, a single acre on the south side of his pasture on Nov. 9, 1757, and another acre adjoining on Nov. 11, 1757 (105:15). Five acres were thus in the Pulcifer ownership. The lower part was sold to John Newmarch, whose land adjoined on the southeast.

Francis Pulcifer sold $2\frac{1}{4}$ acres, bounded on Elisha Perkins and John Newmarch to Benjamin Averill, cooper, Jan. 13, 1801 (168:105), and on Jan. 11, 1819, Jabez Farley, the administrator of John Newmarch, sold him $\frac{1}{2}$ of an acre, bounded by the highway on the west. (239:223).

The northern half of the great pasture, as has been said, was owned by Capt. Matthew Perkins. Although he had built the sightly mansion on East Street, his widow, Esther, being authorized by his will, "If I should be in want and stand in need for my support and comfort to sell as much of his land, etc. and being in great want of ye comforts and necessitys of Life," sold to Andrew Burley, $\frac{2}{3}$ of about 5 acres of pasture, bounded by the Treadwell farm north, and a half interest in about 6 acres of marsh adjoining on Dec. 22, 1747 (91:132.) The title was perfected and Andrew Burley, Gent, and Andrew Burley, Jr., of Sanford, York County, sold the same to Moses Treadwell, April 23, 1772 (130:92). The lot was known as the "Burley lot," and after the Treadwell farm had been sold to Nathaniel

¹Pages 5 and 6.

Scott and then to George Hodgdon, he conveyed the Burley lot to his son, George A. Hodgdon, who built on this site.

Mr. Burley had already acquired from Mary, widow of Matthew Perkins, Jr., another portion of this pasture, which he conveyed to his son, and Andrew, Jr. of Waterborough, York County, sold this 4 acres to John Crocker, Jr., March 6, 1792. (165:62).

Thomas Caldwell, who had bought the Burley farm on the opposite side of the highway in 1789, acquired this Crocker lot, and Elisha Gould, heir of Elisha Perkins under his will, sold to him $4\frac{3}{4}$ acres, adjoining the Crocker lot, April 5, 1805 (175:236). The administrator of the Thomas Caldwell estate sold 2 acres 42 rods to Frederic Mitchell, stage-driver, on Feb. 28, 1833 (289:42), who sold to Benj. Averill, who already owned the Pulcifer lot, May 3, 1836 (289:68). The Caldwell heirs sold the remainder of the Caldwell land, $6\frac{1}{2}$ acres 38 rods, to Mr. Averill, Aug. 2, 1836 (297:158). Benjamin Averill sold to Israel K. Jewett, the $2\frac{1}{4}$ acre field, he had bought of Frederic Mitchell, Feb. 13, 1840 (317:256) and at the auction sale of the Averill estate, Mr. Jewett bought $3\frac{1}{4}$ acres 11 rods on the north side of his land, May 10, 1842 (331:229). Many years later he bought a lot, $1\frac{1}{4}$ acres 3 rods, on the corner of the road to Manning's Neck, of Nathaniel D. Newmarsh of Bangor, Samuel Newmarsh of South Boston, and others, Nov. 1, 1854 (676:278), and William Lord and others sold him the small plot on which the Newmarsh homestead formerly stood, Dec. 21, 1865 (729:227). His heirs sold their interest to Mr. Charles P. Searle,¹ who had already acquired a large portion of the ancient Perkins homestead on the west side of the road. At the sale of the Averill land Richard Russell bought the Crocker lot and the Gould lot May 10, 1842, (original deed not recorded). A stone wall separated these lots, which Mr. Russell removed, leaving only the foundations on the east end. He devised the lot to his nephew, George Lakeman, and at his death, his sister, Miss S. Elizabeth Lakeman, succeeded to the ownership.

The Thomas Treadwell Farm.

NO. 2.

The northern original limit of the John Perkins pasture is uncertain. As already noted,² an early entry in the Town Record makes his land abut on William White, who owned the farm called "the Island," beyond the Robert Paine farm. But Thomas Treadwell owned and occupied the land included for the most part in the Hodgdon farm, many years before the close of the seventeenth century. The salt marsh approaches the road so nearly that scant room was afforded for tillage and pasture, and at an early date Mr. Treadwell acquired land on the western side of the highway as

¹ Pages 7, 51.

² Page 12.

well. His dwelling, however, was on the east side of the way, where he died June 8, 1671, leaving a wife, Mary, and five children.

MARY, born Sept. 29, 1636; married John Gaines, 1659.

NATHANIEL, born Feb. 13, 1638-9.

HESTER, born March 21, 1640; married Daniel Hovey, Oct. 8, 1666.

MARTHA, born March 16, 1643; married Robert Cross, Feb. 19, 1664.

THOMAS.

His will, which he signed with his mark June 1, 1671, is preserved in the files of the Registry of Probate. It apportioned to Thomas, "the Illand he now dwells in with the meadows and appurtenances belonging thereto, and half the commonage belonging to my house," and to Nathaniel, his homestead with house, barn, upland and meadow. Life use of the house was provided for his wife, and remembrance was made of the three daughters. The inventory appraised the home farm with 36 acres of upland and meadow at £210, the Island farm with 40 acres upland and meadow at £160.

The Treadwell homestead was above the ordinary. Lucy, wife of Emanuel Downing, leased to George Norton, her farm, called Groton, near Mr. Endicott's, for ten years in July 1655, and he was bound by the lease to erect on the farm "a strong and sufficient house every waye for pportion forme and dimensions unto ye house of Mr. Tredwell's at Ipswicke from weh house (as it is at ye date hereof) ye sd Norton is to take his patterne that ye sd house may answer in all things materiall excepting brick chimneys instead whereof the sd Norton is to make sufficient catted chimneys." (Court Files 11:39)

Nathaniel Treadwell, the second owner, born February 13, 1638-9, married Abigail Wells, June 19, 1661, who died June 16, 1677, and Rebecca Titcomb, on March 25, 1678. His family was of the patriarchal type and the little farm house was a hive of busy industry, and the scene of the greatest joys and sorrows to which life is heir.

ABIGAIL, born Feb. 2, 1662.

MARY, born Oct. 22, 1665; married Stone.

NATHANIEL, born Jan. 15, 1667; died June 3, 1672.

HANNAH, born Feb. 7, 1669; married Jo. Adams, Jr., May 22, 1690.

THOMAS, born May 25, 1672; died July 11, 1672.

SARAH, born Aug. 15, 1674; married Brown.

NATHANIEL, born June 13, 1677; died Aug. 17, 1723.

Three days after Nathaniel's birth the mother died, but Rebecca Titcomb faced the heroic task of the mother's place before a year had passed, and the family grew amain.

ELIZABETH, born Jan. 15, 1678-9; married Sawyer.

THOMAS, born April 8, 1686.

There were also Charles and Samuel, Ann and Martha, whose birth dates are not recorded, but who were all living when the father divided his estate. Nathaniel Treadwell acquired land on the opposite side of the way, which will be considered. He conveyed land out of his farm to his

son, Nathaniel, sold a field to his nephew, Thomas, son of Thomas of the Island farm, and at last in consideration of his love and affection to his son Thomas, "and to oblige him to yt Duty which sd parent Expects in affording him and his wifesupplies needful during their natural lives & Honorable Internment at their decease," "conveyed to him all his housing and land, viz. his now dwelling house, barn, and buildings, orchard, gardens and common rights" on July 14, 1715 (27:187). The homestead was bounded south by Capt. Matthew Perkins's land, east and north by his son, Nathaniel's.

There were included as well, four acres of marsh adjoining, two large tracts of tillage and pasture on the west side of the highway, and other marsh lots. The deed recites that he has given to his other children the portion he intends and that they may be forever debarred from making any claim, he gives to each five shillings to be paid on demand within six months after his decease. Ann and Abigail were remembered with £20 each and Martha with £5.

On January 10, 1715-6 (31:219) he made another conveyance to Thomas of the half of his dwelling "ye end next ye lane or Street," and other lands. He died on January 11, 1726.

Nathaniel Treadwell must have been an interesting character. By trade, he was a gunsmith, but he was a farmer as well. His love for tobacco beguiled him into smoking his pipe in public and he paid his fine to the Quarter Session's Court. After Francis Wainwright and Major Samuel Appleton had received permission from the Town to erect pews in the meeting house, some of the lesser dignitaries demanded consideration and in February, 1680-1, Doctor Dane, Nathaniel Treadwell, William Hodgkins, Sen., Capt. Andrew Dymond, Thomas Lull, Thomas Denuis, Thomas Hart and Samuel Hunt united in a petition for liberty to "raise the hindmost seate in the nor west syde of the Meeting House two foote higher than it now is for their wives to sit in," and it was granted. Mistress Rebecca must have gone to church with much of wordly pride, after that lofty seat was finished. Mr. Treadwell was one of the selectmen in the eventful year, 1687, and was present at the caucus at Lieut. John Appleton's on the evening of August 22, when the Rev. John Wise inspired resistance to the edict of Gov. Andros. He was apprehended with the rest, and gave recognizance to appear in Boston for trial, and signed his name to the humble apology which the Selectmen "drew up on September 28th."¹

Thomas Treadwell, the younger son of Nathaniel, as we have seen, by conveyance from his father became owner of the ancestral farm. He married Sarah Goodhue, int. Jan. 18, 1716. Their children so far as the Town Record shows were:

JOSEPH, baptized Feb. 3, 1716.

SARAH, baptized Sept. 18, 1720.

ELIZABETH, baptized April 1, 1722; married Aaron Caldwell, int. June 3, 1750.

MARY, baptized June 19, 1726.

MARY, baptized Dec. 1, 1727.

THOMAS, baptized Aug. 6, 1732.

Thos. Treadwell, Jr., as he was styled, died "very suddenly while eating his dinner, Feb. 17, 1743." The inventory (326:523-4) shows that the farm remained unchanged, comprising 34 acres of mowing, pasture and tillage land, and about 13 acres salt marsh, with the buildings. The widow, Sarah, and Joseph, the eldest son, were appointed administrators. Rooms in the dwelling were set off to the widow, with part of the orchard next Lieut. Treadwell's pasture, etc. April 26, 1745.

Joseph Treadwell, of Draeut, yeoman, conveyed to Nathaniel Treadwell, Gent., a full third of his father's estate, except Neck rights set off to his mother, and then to Nathaniel, Dec. 12, 1752 (104:92). The widow Elizabeth Caldwell and Mary Treadwell, spinster, conveyed to him, their interest in their mother's thirds, Sept. 21, 1765 (116:180). Isaac Dodge conveyed to him one-sixth of the real estate of Thomas Treadwell, mariner, set off to his mother as her dowry, July 31, 1767 (127:63). Capt. Thomas Treadwell died in 1766, administration being granted on October 27th to his widow, Esther (Hovey), (343:259), whom he married Feb. 19, 1752. His estate included a dwelling, his interest in his mother's thirds, and one-sixth of the sloop "called ye Endeavorer" with all her appurtenances, valued at £50. Joseph had previously conveyed to Nathaniel land on the west side of the highway in 1750 and 1752 (97:123 and 171). ¹Capt. Treadwell acquired a large estate, which will be considered later. At his death, he bequeathed to his son, Moses, "that part of the farm he now occupies."

Lieut. Moses Treadwell, son of Capt. Nathaniel, who now inherited the farm of his ancestors, had married Susanna Cogswell, daughter of Jonathan and Elizabeth Cogswell, on April 13, 1769. Their children as the Town Record gives them were:

NATHANIEL, born March 27, 1769 (sic.); died at Hartford, Conn., Mar. 8, 1794.

WILLIAM, born October 21, 1771; died October, 1812.

Hannah, born Feb. 13, 1774.

Moses, born Nov. 17, 1775.

JONATHAN COGSWELL, born Feb. 10, 1778; died Dec. 30, 1794.

SUSANNA, born Oct. 1, 1779; married Ebenezer Webster, Portland.

DANIEL,

NABBY, born April 28, 1785.

Lieut. Moses died of cancer, Jan. 24, 1823, at the age of 76 years, his widow, Susanna, surviving until Nov. 30, 1842, when she died at the great age of ninety-three. His will, signed October 5, 1822, is a model of brevity.

"I will and order that my estate, real and personal, of every name and description, shall descend in all respects in the same manner in which it would if I had never made a will."

"I name my son, Daniel Treadwell, sole executor of this will." (401:35).

The Inventory (401:351) mentions half a dwelling and land, inherited from his father, the farm house, barn, etc., with about 28½ acres upland and dike marsh, with land on the west side of the road and in Manning's Neck. Moses had bought from his brother, Aaron, 6½ acres 35 rods upland and marsh, bounded by the highway, Heard's marsh and his own marsh, Oct. 4, 1800 (174:129).

The heirs of Lieut. Moses, Moses Treadwell, merchant, Hannah and Abigail, singlewomen, Capt. Daniel Treadwell, mariner, Ebenezer Webster of Portland and his wife, Susanna, sold the farm to Nathaniel Scott, Feb. 26, 1824 (236:11). The road divided it into two parts, that on the east side, with the buildings, including 29 acres, the other portion including 37 acres.

Thus this farm had continued in the Treadwell line for nearly two hundred years. Generation after generation had dwelt in the old farm house, tilled the fields, gathered the harvests, and at length had rested from their labors. Sons had found homes in other towns, or chosen the life of the fisherman and sailor, daughters had grown to be wives and mothers. The Treadwell name seemed stamped indelibly. Nathaniel Scott was a worthy successor to this goodly line. Twenty-four long years, Mr. Scott worked on the upland and the marsh. He built a new house in 1838 and ten years later, on April 3, 1848, he sold the farm to his son-in-law, George Hodgdon, who had married his daughter, Sarah, Sept. 1, 1831 (1618:354). The area was almost the same as it had been for generations, 29 acres with the dwelling on one side, 23 acres on the other.

Mr. Hodgdon enlarged the farm materially by the purchase of fields on the Manning's Neck road and on the west side of the highway, which will be considered in that connection, and by the addition of 8 acres of marsh known formerly as the "dike marsh," by purchase from Geo. W. Brown, January 10, 1868 (1644:24). He sold five acres to Thomas S. Greenwood, Dec. 15, 1864 (679:52), and on May 16, 1871, he sold to his son, George A. Hodgdon, "the Burley lot," 10 acres of upland and marsh (873:98). As has already been told this was originally a part of the Perkins Pasture and was sold by Andrew Burley to Moses Treadwell. On this lot, Mr. Hodgdon built his attractive modern farm buildings.

Mr. George Hodgdon sold a small lot, an acre and three quarters, in the extreme northwest corner of the farm, bounded by the highway and land of Greenwood, to Elizabeth Abbott, wife of Charles M. Abbott, for \$200, Dec. 29, 1874. She mortgaged it for \$100 to Mr. Hodgdon "except a space in the north west corner, on which to build a house." (922:158).

Charles M. and Elizabeth Abbott mortgaged house and land to Nathan Jewett, June 1, 1875 (961:174) and in default of payment, Jewett sold to Charles Jewett, May 15, 1879 (1017:253), who conveyed to John T. Sherburne, May 15, 1879 (1018:262). Mr. Sherburne mortgaged to Nathan Jewett, May 15 (1018:263) and sold to him May 27, 1880, (1038:157).

Mr. Jewett sold to Matilda, wife of Charles Jewett, Jan. 4, 1884 (1124:192). She gave mortgages to Nathan, who assigned to George Jewett, and in default of payment he sold to Richard S. Lombard of Boston June 21, 1900 (1613:77). George A. Hodgdon, executor of George Hodgdon, his father, mortgagee in the mortgage given by Elizabeth M. Abbott, acknowledged receipt from Mr. Lombard, July 24, 1900 (1618:484).

On the death of Mr. Hodgdon his estate passed to his heirs, George A. and Mary A. Hodgdon, Mrs. Martha S. Rutherford and Mrs. Nellie M. Brown, who made division among themselves by mutual quit-claims, on Jan. 21, 1902 (1679:558, 1680:159).

The Robert Paine Farm.

NO. 3.

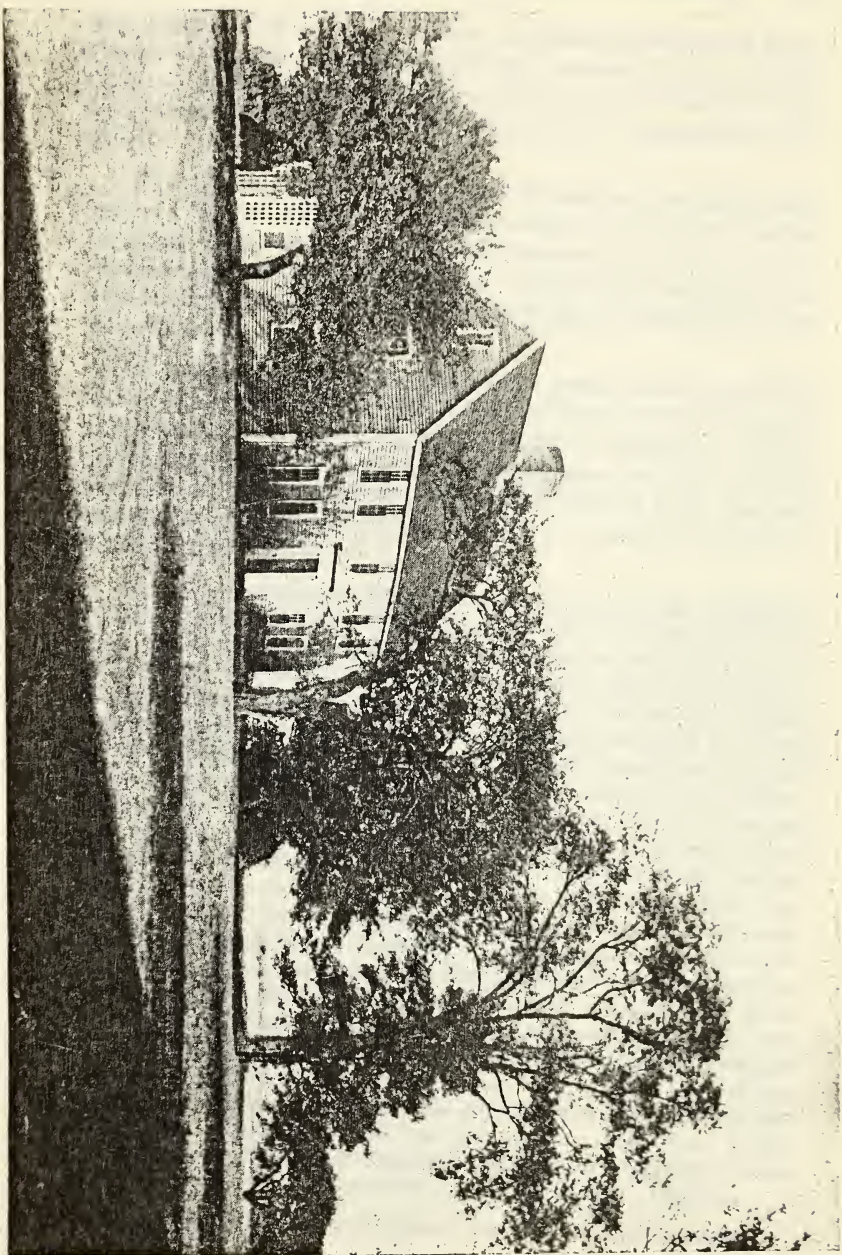
Thomas Brecy received from the Town a grant of land adjoining the Thomas Treadwell farm on the north. Robert Paine, the Elder of the church and one of the most prominent citizens of his time, acquired both the town residence of Mr. Brecy on East St. at the head of North Main St., and the shore farm. He mentions in a deed of gift that the three islands now included in this farm, now owned by Major Guy Murchie, were granted him by the Town, and he seems to have bought the large pasture, that abutted on the road to Jeffrey's Neck, of John Perkins. He made conveyance to his son Robert of all his estate, including the farm on which Robert then lived. February 12, 1689 (Ips. Deeds 5:590). The sea board farm undoubtedly was his home until his death, as he sold the homestead on High St. to Francis Wainwright, September 30, 1690 (Ips. Deeds 5:326).

Robert Paine, the younger, was graduated from Harvard in 1656, in the same class with the celebrated Increase Mather, who became President of the College, and his townsman, John Emerson, son of Thomas. Payment of College bills at that time was made in produce and food supplies that served for the larder as well as money, and young Paine is credited in the Steward's book with payments in butter, wheat-malt, barley-malt, rye-malt and a barrel of pork, on which there was a charge of six pence for bringing it from Boston to Cambridge.

He was settled over the church in Wells, Maine, for a period of five years, beginning September 2, 1667, the town agreeing to pay him £45 a year, furnish the buildings on the ministerial land and put the fences in order.

On the expiration of his engagement, he returned to Ipswich and retired from the ministry, when he was only thirty-eight years old. He was still styled "clark" however in 1702. Once only in later years he attained a regretful prominence. He was a member of the Grand Jury that brought in all the indictments in the witch-craft trials in Salem in 1692, and was probably the foreman.¹ He married Elizabeth Reiner, July 11, 1666, and

¹ Sibley, Harvard Graduates.



The Robert Paine Homestead. Now owned by Major Guy Murchie.

three children at least grew to mature age, Elizabeth, Dorcas and John. The ancient mansion still standing, with the promise of many years of usefulness, has all the ear marks of the architecture of the middle of the seventeenth century. It was built undoubtedly by Robert Paine, the Elder.

Robert Paine, Jr. sold a small lot, five rods broad on the highway and four rods deep, in the extreme south east corner of his farm, to Thomas Treadwell, Jr., shoemaker, son of Thomas, who owned the Island farm adjoining, April 4, 1689 (Ips. Deeds 5:386). Treadwell had lately bought a lot of his uncle Nathaniel, and he built a dwelling and made his home here for many years.

On February 21, 1692-3, Mr. Paine sold a quarter acre of his land, on the east side of the farm, to Andrew Burley (Ips. Deeds 5:589), and a little later, made an extraordinary agreement with Burley, granting him for the sum of thirty pounds, the privilege of pasturing three cows forever in the great pasture, that reached along the road to Jeffrey's Neck, from the Treadwell farm on the south to the Island farm, so-called, on the north, March 14, 1692-3 (9:115).

In the year 1702, Mr. Paine conveyed his lands to his daughters. To Dorcas, wife of Matthew Whipple, a weaver, of the Hamlet parish, he gave a fifteen acre lot of salt marsh, on the east side of the farm, May 14, 1702 (15:69). On the 23d of May, 1702, he made an indenture with Daniel Smith¹ "for divers considerations him hereto moving and especially in consideracon of a Marriage by God's grace Intended & shortly to be had and Solemnized between sd. Smith and Eliza, one of ye daughters of ye said payne and for ye preferment of ye Issue between ye said Daniel & Elizabeth Lawfully to be begotten" of one-half of the farm, "being ye East end of sd. Messuage" with barns, housing, except the marsh lot given to Dorcas Whipple, provided that Daniel pay thirty pounds to Dorcas after his decease, and that he deliver to himself or his wife, if she survive him, "one halfe of all sorts of Graine usually raised or produced upon or in sd Farme Divided and delivered after Threshing and Farming & ye one-halfe of all sorts of fruit anually growing in ye Orchard & shall Anually deliver eighteen pounds of good flax fitt for Spinn ing and One-halfe of a good beefe that is fatt and four good Sheep for th eir provision," pasture four cows and "provide all winter stover and meat for sd cows and maintain one horse and Twenty good sheep both summer and winter," and "shall at all times provide and lay at ye door of said messuage good firewood cutt into wood meet & convenient & sufficient," and "provide unto Ju. Paine Sonn of said Robert during his Natural life Compete nt Sufficient and Convenient meat, drink, Washing, apparel & house room in said Messuage," (14:277).

¹ Page 39. Son of Richard and Hannah Smith, of the neighboring farm.

In the following January, the marriage having taken place, Robert Paine and Elizabeth, for sixty pounds, payable at five pounds a year for twelve years if called for, executed a deed of conveyance of the whole farm in fee simple to Daniel Smith (17:21, Jan. 19, 1702-3).

As frequently happened in these early grants, a convenient way of access to the Paine farm was not included in the grant, especially if the land abutting on the road to Jeffrey's Neck was originally assigned to John Perkins. To secure such access, Daniel Smith and Matthew Whipple Jr. bought of Nathaniel Knowlton a strip of land sixteen feet wide and thirty or forty rods long, adjacent to land of Capt. Matthew Perkins on the east, "beginning at ye highway Leading Down to Robinson's Creek," and crossing the creek to the Paine Farm, "for a cartway for ye said Smith & ye said Whipple and ye heirs & every one of them of their families y^t have or shall have Occasion to make use of thereof at all times and forever and by these presents it is to be understood and Construed not to extend to other persons not interested to have ye leave or benefit to pass in said way but is hereby prohibited being made a common Way, etc." Feb. 10, 1714-5. (27:255). From that time, over the causeway built over the marsh the occupants of the farm went and came, preferring the Manning's Neck road to the road to Jeffrey's Neck.

Mr. Smith acquired various common rights and marsh and thatch lots near by, but made no material addition to the old farm. It has been remarked that Robert Paine Jr., sold a small lot to Thomas Treadwell Jr. in 1689. Mr. Treadwell conveyed this property to his daughter, Hannah, wife of John Leighton, on July 24, 1726 (54:94) and on March 7, 1728, Leighton and wife sold to Daniel Smith, "about a quarter of an acre of land and is all the land our father bought of Mr. Paine, together with the dwelling house and shop on said premises." (54:88). No trace of these buildings remain, but they were located probably very near the old way to the farm from the Jeffrey's Neck road.

Daniel Smith and Elizabeth Paine were married on June 29, 1702, and began their housekeeping at once, we presume, in the homestead. Their children were:

DANIEL,

JABEZ, baptized Dec. 20, 1709.

MOSES, baptized Sept. 9, 1711; died April 18, 1715.

AARON, baptized Aug. 25, 1713.

DOROTHY, baptized May. 5, 1717.

Eight days after Dorothy was baptized, the mother died, May 13, 1717, in her 40th year.

Mr. Smith married Deborah Willcomb, intention, March 24, 1721-2.

MOSES, baptized May 24, 1724.

MARY, baptized Oct. 9, 1727.

DANIEL, baptized July 5, 1730.

Dorothy married Joseph Sargent of Gloucester, int. June 24, 1738.

MARY married Dane.

Daniel Smith died on June 8, 1755 at the venerable age of 82 years. In his will, signed Jan. 1, 1750, he provided for his wife, and gave a sum of money to each of his children except Moses, to whom he gave the real estate and the residue of his personal property. (333:197). The children were widely scattered at the time of his death. Daniel was a farmer in Exeter, N. H. Aaron was a clergyman, settled at Marlborough, Mass. He was graduated from Harvard College in 1735, and a commencement program of that year, in which young Aaron Smith had a formidable Latin thesis as his graduating part, is exhibited in the manuscript room of the beautiful new Library of Congress in Washington. The expense of his education had exhausted his patrimony. The will reads: "I give to my son Aaron beside what I have before done for him twenty shillings lawful money." The widow Dane (Mary Smith) also dwelt in Marlborough, Dorothy Sargent in Gloucester.

Mention has been made of the pasturage agreement between Robert Paine and Andrew Burley, made in 1692. In 1730, Andrew Burley, son of the above, and Daniel Smith agreed to a division of the pasture. Smith quit-claimed and set off to Burley 6 acres and 20 rods in the northwest corner and Burley waived further privilege, June 16, 1730 (57:22). After Mr. Burley's death, Joseph Appleton, housewright, recovered judgment against the estate. Two executions were made and the whole of this six acres was set off to him and one acre on the westerly side of the road. Possession was given, Nov. 15, 1757 (105:19). Joseph Appleton sold the six acres to Moses Smith, Feb. 1, 1759 (105:273) and the farm resumed its original proportions. Moses Smith conveyed to his son, Moses Jr., cordwainer, a field measuring eight acres and twenty poles, adjoining the Jeffrey's Neck road, west, and Moses Treadwell, south, May 14, 1782 (140:237). On May 8, 1782, he sold eight acres, known as Diamond Stage, to Col. Isaac Dodge, (151:16). This came back to the farm many years afterward by purchase of Mr. Thomas S. Greenwood. Its interesting history will be traced in that connection.¹

Moses Smith was thrice married. His first wife was Elizabeth Wallis, daughter of Dr. Samuel and Sarah Wallis, int., Jan. 17, 1746. She was still in her twentieth year when she came as a bride to the old brown house, and shared it probably with the venerable Daniel and Deborah.

MOSES, the first child, was born Feb. 22, 1748.

ELIZABETH was bap. Aug. 18, 1751, married John Cole Jewett, May 18, 1769.

The young mother died on Nov. 29, 1753, aged 28 years. The second wife was Ruth Little of Hampstead, whom he married Sept. 3, 1754. Their children were:

RUTH, born May 24, 1756; m. Ensign John Stanwood, Oct. 27, 1774.

MARY, born Nov. 16, 1757; married Joseph Harris, died before 1784, leaving 3 sons, Abner, Joseph and Aaron.

¹ Page 26.

DANIEL, baptized Aug. 5, 1759.

DANIEL, born June 14, 1761; married Elizabeth Holland, Nov. 15, 1778; died Oct. 4, 1782, leaving daughter Elizabeth.

AARON, born Sept. 16, 1763; married Eunice Lord, Oct. 23, 1794; died at Salem, Nov. 9, 1849, aged 86.

JABEZ, born July 19, 1764.

ABIGAIL, born Aug. 27, 1767.

Ruth, the second wife, died Nov. 1777, in her 50th year. The third wife was the widow Mary Hodgkins, who survived him and died Nov. 1, 1791. Moses Smith died near the New Year, 1784.

His will made provision for his wife, daughters and grandchildren, bequeathed the residue of his personal estate to Aaron and Jabez, and devised the farm to Moses, Aaron and Jabez, in equal parts, (signed Oct. 4, 1783, 356:411). The inventory mentions: 1 pair oxen, £11-8; 2 red cows, £6; brindle cow, 54s; fat cow, £3-12; heifer, 54s; three ditto, £8-8; 3 calves, £3-12; a mare, 30s; 5 sheep, 65s; 3 hogs, £10-8-4; 3 shoats, 62s; 13 tons hay, £17-11s; the homestead, about 60 acres, £552-0-0; pew in Meeting House of South Parish, £6-0-0.

The total estate was £684-7-10. The widow's thirds were set off by a committee, six acres in the grass field, four acres of pasture near the barn, the Middle Island, and "the westerly fore room with the chamber over it with liberty of washing, baking and boiling in the kitchen," "also the Garden fronting the said westerly end of the house, with liberty of using the well, doors, entry and stairs in common," privilege in cellar and barn, and a third of the family pew.

The remainder of the farm was divided among the three brothers. Moses received $9\frac{1}{2}$ acres in the grass field, touching on the causeway to Manning's Neck, $1\frac{1}{4}$ acres 11 rods of the pasture adjoining the eight acres his father had conveyed to him, and one of the islands with marsh surrounding it. Aaron received the house lot and all the buildings, 8 acres of upland and marsh at the south corner of the farm, adjoining Moses, and an island with marsh.

Jabez received the balance, which he sold at once to Mr. John Heard, who had already acquired much land in the neighborhood, Dec. 5, 1787 (191:202). Aaron Smith, Jr., cordwainer, of Ipswich, sold his third to his brother, Moses, Mar. 29, 1788 (155:111), and after the death of the widow, Aaron and Jabez, who was then of Canaan, N. H., sold their interest in her dower to Moses, Sept. 26, 1809 (205:62).

Mr. Heard sold five acres and fifty one rods of the land he bought of Jabez to Moses Smith, June 4, 1789 (165:30), and on Oct. 22, 1789, Mr. Smith sold to Mr. Heard about 4 acres, bounded south by Moses Treadwell's land and west by the road to Jeffrey's Neck, reserving a way two rods wide next the Treadwell farm, and $1\frac{3}{4}$ acres of upland, "lying in the north east side of the Plain (so called)" (191:204). Mr. Heard had previously bought from Jabez the rest of the pasture, abutting on the way to Jeffrey's, and

this purchase completed his title to the whole western side of the farm, except the two rods way above mentioned.

Moses added to the farm five acres and fifty rods of upland and marsh, by purchase from Nathaniel Wade and Hannah, his wife, and James Brown Sawyer, bounded by the causeway and road to Diamond Stage, east, the creek, north, April 24, 1799 (165:30). This was part of the Moses Treadwell farm, set off to Priscilla, his daughter and late wife of Nathaniel Wade, in the division of the Treadwell estate (163:276). One lot of the Smith farm had been sold to Thomas Appleton of Beverly, who sold to Aaron Smith of Ipswich, clockmaker, about 5 acres marsh and thatch, "being about 2 acres I bought of Moses Smith and 3 acres, which my father Isaac Appleton devised to me by will." Oct. 19, 1797 (166:123). Aaron Smith sold this to Benjamin Patch of Hamilton, Oct. 26, 1799 (166:123). The Patch heirs sold to Francis R. Appleton.

Moses Smith, Junior, who thus acquired nearly the whole of the ancestral farm married Ruth Jewett, April 11, 1770. Like his mother, his bride was only twenty when she took up the long burden that was before her in the old homestead, which had witnessed the passing of three generations of the descendants of Robert Paine, the builder of the house a century before.

MOSES, her first child, born in August 19, 1770, was killed by a fall from a house at Topsfield, February 1, 1816, leaving a family.

JEREMIAH, born Oct. 16, 1772; married Lucy Pulsepher (Pulcifer) April 25, 1799.

PURCHAS, born Aug. 17, 1774, was "found dead in his clam-bur" June 10, 1823. He too left a family.

ISAAC, born April 28, 1777; died Aug. 15, 1778.

ISAAC, born June 23, 1779.

DANIEL, born Nov. 17, 1783.

RUTH, born Nov. 26, 1786; married Thomas Greenwood of Marblehead, int. Feb. 3, 1806; died March 15, 1807.

ELIZABETH, born Dec. 8, 1789.

PATIENCE, born Feb. 3, 1792; married Nathaniel Appleton of Bath, Nov. 4, 1813.

KATHERINE, called Katy and Caty, born April 7, 1795; married Nathaniel Pickard of Rowley, Feb. 26, 1822.

SARAH, born Aug. 17, 1797; married Edward Jewett, Jr., Sept. 24, 1823.

Two months before his death, Moses Smith conveyed to his son, Daniel, and daughter, Elizabeth, both unmarried, all the farm buildings with about five acres of land, eight acres of upland and marsh at the southerly corner of the farm, and four acres of marsh and island, Jan. 2, 1829 (186:250). He died March 19, 1829, in his 82nd year, but his widow, despite the toil, care and grief that came to her, lived to the great age of ninety-four and died December 24, 1844, in the old home. He provided in his will for the support and maintenance of his unmarried son, Isaac, on the farm during his

natural life, "he contributing to such support and maintenance what labor he may be able to perform"; and after remembering his other children and grand children, he bestowed the farm and all the residue upon Daniel and Elizabeth, the brother receiving three fourths and the sister, one. Signed January 2, 1829 (407:110).

This rule of three and one was rigidly observed by the two in all their dealings. They bought three and one-half acres of marsh of the heirs of John Heard, which he had bought of Jabez Smith, Daniel paying three quarters and Elizabeth one, July 20, 1835 (191:202). They also bought of Ezekiel Peabody, an undivided third of salt marsh and an island of upland, containing in all nine and one-half acres near Diamond Stage, April 22, 1850 (447:222). Aaron Smith, Jr. had sold his interest to Peabody, March 29, 1826 (283:95). Daniel and Elizabeth had inherited two thirds from their father. From the heirs of Richard Lakeman, they bought one acre twenty eight rods in Manning's Neck and two and one-fourth acres thirty-seven rods, bounded by the road to their house over the causeway, March 31, 1842 (337:77).

On the seventeenth day of May, 1851, these two quiet people both signed their wills in the ancient homestead, each remembering their brother Isaac and surviving sisters, and each bequeathing to the other a life interest in their estate with an eventual reversion to the same nephew. Elizabeth attained the age of eighty and died December 8, 1863, Daniel died in 1870 at the age of eighty-seven.

Some of our older people remember Aunt Betty and the two old bachelors, Daniel and Isaac. She was a quaint little body, weazened and dry, with the greatest aversion to a bath as sure "to destroy the natural ile." She went over herself with a bit of cold tea, occasionally, but kept herself clean and neat, and very attractive with her kersey gown and ancient blue hood. She ventured far enough away from the old home to sit for her photograph, to the evident disturbance of brother Daniel, who greeted her with the quaint speech, "Betty, have you had your picture took? People don't live long after having pictures took." The old kitchen, with its huge fire place, is well remembered and the beautiful flower garden in front of the house.

By the will of Daniel (427:36), Thomas S. Greenwood, son of their sister Ruth, inherited the farm. He is styled "shoe manufacturer" in a deed of 1849, but he had made his living latterly, as keeper of the Ipswich light, though shoe making may have been his work by day. Before he came into possession of the farm, Mr. Greenwood had bought several lots adjoining. He bought a five acre lot of upland and meadow on the east side of the farm, of Samuel and Elizabeth S. Kimball of Boxford, heirs of James B. Sawyer, October 22, 1849 (423:14); a small marsh lot in Manning's Neck, one and three-fourths acres, seventeen rods, abutting on the causeway and land formerly of James B. Sawyer, of William Lord 31, July 5, 1855 (518:249); the Diamond Stage lot,¹ upland and marsh, about eight

acres of Amos D. Pillsbury of Lawrence, September 28, 1858 (579:156); and an acre of marsh, bounded south and east on a large creek to marsh formerly of Thos. Killam, of Hannah P. Friend and others, June 29, 1861 (631:188). More important purchases were from George W. Brown, a strip three rods four links wide on the road and twenty-nine rods long, giving him a way into the farm from the road to Jeffrey's Neck, November 29, 1864 (679:52) and from George Hodgdon, five acres, adjoining this strip and the highway to Jeffrey's, December 15, 1864 (679:52). It has already been noted¹ that Jabez Smith sold his interest, including part of the original Paine pasture to John Heard, December 5, 1787 and Moses Smith sold him four acres, October 22, 1789. The Heard farm was sold by Augustine Heard to George W. Brown, November 20, 1861 (631:46). The Hodgdon land was part of the ancient Thomas Treadwell farm already considered.

After his purchase of the Hodgdon lot, Mr. Greenwood moved the wall from the south side of the strip, bought of Brown, to the north side, thus merging the Brown and Hodgdon land in one enclosure. Business reverses overtook Mr. Greenwood and he was obliged to sell the Manning's Neck lots, including the five acre lot which Moses Smith bought of Nathaniel Wade in 1799 (165:30), the lot purchased by Daniel Smith from the Lakeman heirs in 1842, (337:77), and the lots he had bought of Samuel Kimball in 1849, (423:14) and of William Lord 3d in 1855 (518:249), fifteen acres in one large lot, to Warren Nourse and George W. Caldwell, April 19, 1878 (1026:89).

Mr. Greenwood built a new dwelling, but the ancient home of five successive generations in descent from Robert Paine was spared and still remains, a comfortable home and a most interesting relic of the Past. He died on Oct. 15, 1883, leaving a widow Pauline A. Greenwood and children: Mrs. Melissa M. Wright, wife of John H. Wright of Stoncham, Thomas C. Greenwood of Bear Grove, Iowa, Wilbur Greenwood, Emery C. Greenwood and Mrs. Pauline T. Maynard of Ipswich, and Mrs. Helen S. Farley of Boston. His will provided for the life maintenance of his son, Wilbur, an invalid, etc., and gave the residue of the real and personal estate at his wife's death to his daughters, Pauline T. Maynard and Helen S. Farley. (Signed July 28, 1880, 439:264).

Mrs. Maynard became the wife of Thomas S. Farley. By the will of her sister, then the wife of Henry R. Blaney of Boston, Mrs. Farley inherited her interest in the farm, (signed Feb. 8, 1890, 562:114). She sold the estate to Major Guy Murchie, a graduate of Harvard, class of 1895, who served as a trooper in Col. Roosevelt's Rough Riders in the Spanish War, and is now a successful lawyer in Boston and United States Marshal. Major Murchie had previously bought 7 acres of shore marsh with an island near Diamond Stage, of Luke Murray, Aug. 13, 1908 (1955:185) and heirs of Bridget Murray, (Oct. 31, 1908, 1955:186). This was sold by Paul Dodge to Edmund Patch Jr., March 11, 1778 (147:6); by Patch to Prince Stetson, inn holder, and James Potter, stage driver, both of Salem, Feb. 7, 1817 (215:142);

¹ Page 22.

by James Potter to Hannah Davenport of Boston, June 4, 1835(361:145); and by her to Luke Murray, March 30, 1872 (852:239).

The Diamond Stage lot, it has been said, was granted originally to Robert Paine Sen. and remained a part of the farm until Moses Smith sold to Col. Isaac Dodge, May 8, 1782, (151:16). The name is due, in all probability, to its use under lease or hire from its owners by Capt. Andrew Diamond, who was engaged in extensive fishing operations at the Isles of Shoals in the latter part of the seventeenth century, and had his home in Ipswich. His fishing stages for drying fish were probably located here and there was considerable travel over the road by the edge of the marsh. In March, 1774, in response to a petition from Moses Smith, a committee was appointed by the Town to view the road to Diamond Stage through Mr. Smith's farm and report at the same meeting. No further allusion however is made to this matter in the Records of the Town, but such report was presented, and action was taken, as the deed from Smith to Dodge contains the clause, "sd Smith reserving liberty for the inhabitants of sd. Ipswich to pass & repass agreeable to a contract between sd. Smith and sd inhabitants." In March, 1762, Moses Smith had been excused from working on the highway, "he allowing all persons to pass and repass on free cost."

Col. Dodge was one of the most prominent citizens of his time. He evidently improved the Stage lot by building a warehouse and wharf, erecting fish stages or fences as they were then called, and the presumption is that he was engaged in the fishing business, in addition to his other pursuits. He died on June 29, 1785, aged 53 years. His daughter, Elizabeth, had married Jabez Farley on July 22, 1784, and on June 6, 1785, Farley sold the property, with wharf, warehouse and fish-fence to Capt. Ephraim Kendall (156:213). Conveyance had no doubt been made to her, though no record exists.

Capt. Kendall by will, signed April 1, 1811, bequeathed the lot to his daughter, Susanna, wife of Robert Farley (381:361), who sold to Moses Treadwell, merchant, "reserving liberty to the inhabitants to pass and repass, reserving also to the heirs and assigns of Isaac Dodge liberty to come on the marsh without molestation and take threefreights of thatch yearly, and reserving two rods square on the south side of the ditch by the causey for their use." Sept. 2, 1823 (232:227). Capt. Moses Treadwell died Dec. 5, 1833, aged 58 years. His executors sold the estate at auction and the Diamond Stage lot was bought by Daniel Cogswell, Silvanus Caldwell and Manning Dodge, Feb. 21, 1834 (283:8). Dodge mortgaged to Daniel Cogswell, (283:11) and by his assignee in bankruptcy sold to Mr. Cogswell, Dec. 31, 1842 (405:279); Cogswell and Caldwell sold to Amos D. Pillsbury of Lawrence, Sept. 9, 1854 (500:217).

Quaint evidence of the active business centering at Diamond Stage and the volume of travel over the old road is found in an old account book, kept by Aaron Treadwell Jr., a farmer of the neighborhood, now owned

by Mr. N. T. Lowe. For many years his account contains entries of hauling wood, bark, lumber, hay, etc. for Capt. Richard Lakeman.

Ipswich, Nov. 17, 1794.

Skiper Lakeman Deter to me for hauling wood from Dimon Stage, 0-10-0.

Dec. 21, 1817.

To a pair of oxen one day to hall fish from Dim on Stage, 0-12-0.

Dec. 30.

Deter to hallin up 15 loads of fish at your Flack yard, 0-12-0.

In 1825 he teamed boards and hogsheds for Capt. Moses Treadwell to the Stage and brought back a load of hay, and in 1827, he transported for him 46 quintals of fish to Salem.

For Geo. W. Heard, he hauled two loads of molasses from Diamond Stage for 12s, on Sept. 17, 1828. His ox-team brought up two loads of chips and planks for Mr. John Baker and carried down a load of planks for Capt. Treadwell. Evidently, beside the fishing industry, the wharf made a convenient landing for sailing vessels bringing freights to the Town, and there was much teaming in creaking ox-wagons, lending welcome variety to the quiet life of the dwellers in the old farm house. An old family tradition has it that some smuggling was in order as well, and contraband articles were hauled to Boston cunningly hidden in innocent cider barrels and boxes of merchandise.

When Amos D. Pillsbury bought Diamond Stage in 1854, he had plans in mind of another order. Visions of the profit from summer boarders led him to build a house for this purpose. Naturally he wished a good road. Aaron Treadwell's ox-team might splash through mud and mire but the delicate dresses of lady boarders required a drier highway. Accordingly Mr. Pillsbury and others petitioned the County Commissioners in April, 1856, that a new highway be laid out from a point near the residence of James S. Glover to Diamond Stage wharf.

Due notice was given by the Commissioners and a special Town Meeting was called for April 28, 1856, to see what action the Town would take. It voted that the whole matter be indefinitely postponed.

In October, 1856, the Commissioners, having viewed the highway and having adjudged "that common convenience and necessity required that said highway should be widened, straightened and new located, and at the time of said view no person interested having objected," proceeded to widen, straighten and new locate said highway. The line of the new road 26 feet wide, was surveyed and located and land damages were awarded, to be paid out of the County Treasury, when possession had been taken for the purpose of constructing the road.

A special Town Meeting was called on March 8, 1858, "To hear and act on an order from the County Commissioners concerning the road leading to Diamond Stage." It was voted:

"That in the opinion of this Town, the location and building of said highway would impose a great and unnecessary expense upon both the town and county, and that said location ought to be discontinued before any expense is incurred in regard to the same."

Voted, "that the Selectmen of the Town be instructed to appear before the Commissioners on the hearing of said petition and to see that proper testimony is laid before the Commissioners as to the inutility of the way, the expense of building and maintaining the same, and the small amount of property and travel that would be accommodated thereby, and to aid the petitioners in any other manner in their petition for a discontinuance of said way."

The Record of the County Commissioners, under date of April, 1858, is as follows:

"Nathaniel Scott and others, inhabitants of Ipswich in the county of Essex, by their petition represent that at a court of the County Commissioners, held at the October term, A. D., 1856, in the petition of Amos D. Pillsbury and others, a highway was laid out in said Ipswich, leading from the road near Jeffrey's Neck to Diamond Stage wharf, so-called; that said highway has not yet been built, and that many of the petitioners for said way are dissatisfied with the location thereof, the active petitioners therefor having sought and obtained a location, more expensive to the County and Town, than was expected or desired by a majority of the signers of said petition. They further represent that a great expense would be imposed upon the town in building said way over the marsh and tide waters, and in maintaining it against the action of the tide, that there would be no travel over said way for a considerable portion of the year, there being no business or inhabitants at the eastern terminus, except for a few months in the summer season, and that the property, for the convenience or benefit of which said way is laid out, is of so small value, that the expense to the town of building the road as aforesaid would exceed the value of said property. They finally represent that neither the public convenience or necessity require the location and building of said highway, and pray that the same may be discontinued."

"This petition was entered at December term last and continued to this term. And now the commissioners make report as follows, viz.:"

"On the petition of Nathaniel Scott and others, praying that a highway laid out by the County Commissioners in the Town of Ipswich, at their October term, A. D., 1856 be discontinued, it having been made to appear that all persons and corporations interested therein had been duly notified of the time and place of meeting, We, the County Commissioners for said county did on the eleventh day of March and fourteenth day of April, A. D., 1858, proceed to view said highway and hear all the parties interested, who then and there desired to be heard. And at the time of said view and hearing, all objections being waived, and relinquished by parties interested, we did adjudge, that common convenience and necessity required that the

highway new location and widening, as laid out by the County Commissioners at their October term, A. D. 1856, be discontinued in the manner following, viz." (same as original location of October, 1856.)

"And we award no damages, as in our judgment no person has sustained any. And we declare the said road to be discontinued from this date. Given under our hands at Ipswich, at the Court aforesaid, this eleventh day of April, A. D., 1858."

No further entry appears in the Town books or in the County record. In September of 1856 Mr. Pillsbury sold to Mr. Greenwood, the boarding house having been burned, as rumor had it, by the torch of an incendiary. A life boat house had been erected by the Massachusetts Humane Society before 1856 and a life boat was kept therefor many years. The wharf has rotted away, the old road has long been disused, and the once busy fishing station has relapsed into its primitive quiet.

The Island Farm.

No. 4.

William White, according to the record of original grants, received from the Town beside two house lots and 200 acres at "the further Chebaeco," "twentye acres of land part meadow part upland lying on the East side of the Town on the South east side of the highway that leads to the Great Necke on the West side of Mr. Bressy's land." A memorandum under the date April 27, 1638, informs us that William White had exchanged this grant with Thomas Treadwell, receiving land and money.

A little later, it was known as Treadwell's Island and very appropriately, as the upland is surrounded by marsh on every side, and at high tides it becomes a veritable island. It has already been told in the story of Mr. Treadwell's upper farm,¹ that he bequeathed to his son, Thomas, "the Illand he now dwells in with the meadows and appurtenances belonging thereto." It included then 40 acres of upland and meadow, double apparently the size of the original grant. (Will signed June 1, 1671.)

Thomas Treadwell, the second owner, married Sarah Titcomb in 1664, and the children, born on the Island, were:

THOMAS, born March 3, 1665.

JOHN, born Nov. 28, 1670.

SARAH, born Jan. 10, 1672; married Jacob Perkins.

MARY, born Aug. 9, 1675; died May, 1682.

ANNA, ———; died April 16, 1682.

Unfortunately for the owners of the Island farm, it did not abut on the road, and access to it could be had only over the land of others. The Town ordered John Perkins Sen. and William Bartholomew to lay out a way to Thos. Treadwell's Neck, on Feb. 4, 1646, but no action seems to have been taken.

¹ Page 14.

More decisive action was taken on March 4th, 1650, when the Seven men authorized William Bartholomew and Robert Lord "to bargain with Mr. Hodges for a little parcel of marsh by his marsh, and give him satisfaction for a highway through his marsh to Mr. Tredwell's Neck." Accordingly the Selectmen sold to Mr. Hodges a small piece of marsh adjoining his own, by vote on Mar. 13, 1650.

Soon after, as a deposition made in Court long afterward informs us, "ye ould Mr. Tredwell caused a cosway to be made to his Island or Necke of wood and gravill, cross a corner of Mr. Hodges marsh, which he peaceably enjoyed for many years."

Mr. Hodges bequeathed his land to Giles Birdley or Burley, but during the life of both, no question arose as to Mr. Treadwell's right of way. But after Andrew Burley inherited his father's property, he built a wall across the way in question. Thomas Treadwell proceeded to pull down about two rods of this obstruction, and Mr. Burley at once brought suit against him for trespass, and for laying open about six acres of his land to the highway, by which his title was defamed.

The case seems to have been decided against Mr. Treadwell, as he made complaint to the Town, and demanded a way to his land. Under date of May 23, 1696, the Town Record is:

In answer to the complaint of Thos. Treadwell, Sen., having no highway laid out to his Island or Dwelling place (as ye record appears), whereby he may have (wth his successors & other Inhab's of Ipsweh) for Liberty to goe to and from their Lands att & about said Island & ye complaint being made to us, ye Selectmen of Ipswich, viz.: That wee would attend ye Rules of ye Law in ye case made and provided whereby said Treadwell and others might by virtue of an highway laid out to his Island have free Egress and Regress to their lands, and ye Law oblidging ye Selectmen of each town to attend ye Rules thereof upon just complaint being made to them: Wee have therefore been down att said Treadwell's Island or dwelling place and viewed ye several places that a passage might be made to said Island as followeth, vid^t the way Running from ye highway that leads down to Jeffery's Neck, through the land of Andrew Burley of Ipsweh vid^t att ye entering of ye way (by sd way to Jeffery's Neck) thirty foot in breadth bordering upon a bank of earth wth an hedge upon it, wch sd Burley said was the line between Mr. Robert Paines Pasture Land and said way now laid out, having said way or thirty foot of Land on or towards the northwest of said Bank, a stake being driven down on ye north east side of ye way & so the said way to run widening towards the South east and easterly, until it shall make at ye further end three rods at ye least where there is a stake set on ye North east side of ye way and said stake being distinct from ye triangular corner that parts Mr. Robert Paine,

Mr. Newmarsh, and then att said stake where it turns the way towards the North East and Easterly to be twenty-six feet and half wide, from sd stake or Burley's land unto sd Mr. Newmarsh's his land on the So. Easterly side, and so sd way be run from sd stake widening untill it make the way thirty foot wide att the end going on unto sd Treadwell's island. The whole way containing by our account about seventy-three rods of land of sd Burley and well judging of it worth forty-five shillings and 8d. money. This wee doe appoint to be an highway for sd Thos. Treadwell Sen. to his Island and to ye other Inhab'ts of Ipswich to be to them and their heirs forever.

Witness our hands, Abm. Howe, Francis Wainwright, Jerch Jewett, Thos. Harte, Wm. Goodhue, Saml Hart.

Mr. Burley declined to accept the damage and carried the case to the Court at Salem, which made a larger award, £13 damage and £5-1s. costs. At a Town Meeting, Nov. 12, 1696:

"Andrew Burley promised ye Inhab'ts of ye town not to take out [against them] execution for the sum of money ye judges of ye last Session's of ye Peace holden at Salem ordered the Town to pay sd Burley."

"Voted, and agreed to and with sd Burley to pay him sixteen pounds and four shillings money upon said Burley passing a deed to the town of six acres of marsh lyeing and adjoining to the way that leads to Jeffrey's Neck on ye North side, and to Thos. Treadwell's land on the South East, on ye Southwest by ye Land or way that is newly laid out to Thos. Treadwell's Island, and then said Burley is also to receive what money ye Court ordered the town to pay him concerning ye said way laid out through his land to Treadwell's Island."

"sd Burley obligeth himself to give sd deed in one month's time."

Such a deed was never recorded, but it was probably given, as the obstructions were not replaced, and no further litigation occurred. The old way is still easily traced, though the causeway has worn and washed away entirely. The Burley marsh is readily recognized and it is a matter of lasting wonder, that so long and bitter a contention could have arisen over a small bit of worthless salt marsh.

In his old age, Thomas Treadwell disposed of his estate by deed to his son John, in consideration of his love and affection, and also in consideration of yearly payments he is to make to his mother, Sarah, if she survive her husband, viz.

"one-quarter part of all ye Grain and each sort of Corn and flax sown or produced y't groweth on ye Island or land hereafter granted, his wife finding one-quarter part of the seed that shall be sown yearly by John & also £3 10s. yearly in such necessary supplies as she shall have occasion together with one-quarter part of ye fruit which ye old orchard produceth Yearly, together with the use of one room in his house during her naturall life, and also two-thirds of all his ye said Thomas his household stuff,

yielded to her use, and to dispose of at her decease, "also in consideration of £80 paid to daughter, Sarah Perkins, which is all intended for her, and £20 to brother Thomas, the remainder of his portion either in land or other pay gives, grants, etc., to John, all his land known and called by his Island, both upland and meadow with all buildings, stock etc., which was given said Thomas by his father, Mar. 8, 1708-9" (25:165).

To debar his son Thomas from any claim, he conveyed to him, "those creatures that he hath formerly had of me, as also ye housing and lands where he dwells, that is to say, three acres and half of land as bounded and improved by him, ten acres of marsh adjoining to Mr. Payne's marsh, also instead of £20 to be paid him by John, 2 acres marsh or thatch lying next Mr. Payne's, formerly Mr. Wilson's and 2 acres at lower corner of his land next to Neck creek," March 8, 1708-9." (33:237).

The elder son, Thomas, it has already been told,¹ had bought land of Robert Paine, and his uncle, Nathaniel, and had built his dwelling there, near the present driveway to Major Guy Murchie's estate.

John Treadwell, the third owner of the Island farm, married Mary. . . . Their children were:

ELIZABETH, born July 16, 1699; married Mager Gould, int., June 23, 1723.

SARAH, born June 12, 1701.

MARY, born March 13, 1702; married Richard Shatswell, int., May 19, 1722.

MARTHA, born 1705; died Oct. 27, 1727 in 22nd year.

JOHN, born Sept. 24, 1707.

ELISHA, born 1710; died Sept. 24, 1732; aet. 22 years, 4 months.

JONATHAN, baptized May 31, 1713.

SARAH, bap. Mar. 8, 1719.

He bought of Zaccheus Newmarsh and his wife, Frances, 17 acres of upland and marsh, adjoining his farm and Mr. Paine's land, May 9, 1700 (63:158). John Treadwell died Dec. 16, 1727, aged 57 years. His will, signed Nov. 28, 1727, gave to his wife, Mary, rooms in the house, etc., portions to Elizabeth, wife of Mager Gould, Mary, wife of Richard Shatswell, and Sarah; to Elisha, "West's farm, bought of John West & Col. Jo. Appleton"; to Jonathan, £250; and the residue to John. (315:552-4).

Mary Treadwell, Jonathan Treadwell, joyner, Mager Gould and Elizabeth, Richard Shatswell and Mary, heirs of Elisha, sold to John Treadwell, $\frac{1}{4}$ of 4 acres marsh and thatch, called "the great Straddle," abutting on the great creek north, given to Elisha by his father, Dec. 2, 1735 (112:257).

John Treadwell, son of John, the fourth owner, born Sept. 24, 1707, married Hannah Boarman, daughter of Jacob and Martha Boarman, not quite seventeen years old, on Oct. 9, 1728.

¹ Pages 15, 20.

The family record reveals a life of tragic sorrow and anguish, which came to the young bride in the lonesome island home. Her children were:

JOHN, baptized Sept. 21, 1729; died Mar. 17, 1737.

MARTHA, baptized Feb. 20, 1731; died Mar. 15, 1737.

ELISHA, baptized April 7, 1734; died Mar. 17, 1737.

WILLIAM, baptized June 20, 1736; died Mar. 20, 1737.

JOHN, baptized Sept. 24, 1738.

MARTHA, baptized Aug. 9, 1741; married Joseph Jewett of Rowley, int., Oct. 12, 1765.

MARGARET, baptized April 10, 1743; died April 19, 1743.

MARGARET, bap. Feb. 26, 1743-4.

SARAH, baptized Feb. 3, 1744-5; married Joseph Wilcome, Jr., int., June 22, 1765.

The mother died on Sept. 24, 1747, in her 36th year. She had lost her four children, all that she had, within five days, by some throat distemper, probably, which raged with uncontrollable violence in those days. A peculiarly violent type of this dreadful disease almost destroyed the infant population of North Essex in 1734-5. (Felt.)

In November, 1736, a deadly distemper invaded the home of Mark and Hephzibah Howe in Linebrook. The pitiful record of their sore affliction remains on a page of an ancient account book, that must have been wet with tears.

"5 November, 1736, Lucy died, (aged 9 years), 15 November, 1736, Mary died, (aged 7 years), 18 November, 1736, Hannah (13 years) and Aaron (5 years) died, 21 Nov. 1736.

"Abijah (1 year) died, 21 November, 1736, Mark (2 years) died Nov. 24."

"They all died with the cancre quincy so-called by many."

"25 Nov., 1736, Moses died in y^e 11 year of his age.

"28 Nov., 1736, Love died (aged 12 years.)

"All these were children of Mark and Hephzibah Howe." Their house was left desolate, not a child surviving.

Less than six months after the death of Hannah, Mr. Treadwell married again, choosing for the delicate and responsible position of step-mother of his four young children, Priscilla Burnham, then twenty-four years old. Their intention was recorded, March 19, 1747-8.

Her children were:

PRISCILLA, baptized March 5, 1748-9; married Nathaniel Kinsman, Jan. 4, 1772.

HANNAH, baptized Sept. 22, 1751; married Francis Rust, Jr., int. April 13, 1773.

ELISHA, born Feb. 1754.

MARGARET, born Jan. 4, 1756.

MARY, born Jan. 16, 1758.

ELIZABETH, born July 17, 1760.

ELIZABETH, baptized Sept. 29, 1764.

WILLIAM, baptized Feb. 8, 1767.

John Treadwell died on April 29, 1782, in his 75th year, his widow, Priscilla, on July 3, 1803, at the age of eighty. In his will, signed March 9, 1782 (355:281), he provided for his widow, and gave to his daughter, Martha Jewett, £35; to Sarah Willecomb £35; and to Priscilla Kinsman, his silver tankard and £35. To his son, John, he gave half the island he had purchased of Capt. Jacob Tilton and Thomas Cross, (still known as Treadwell's Island). To his two unmarried daughters, Margaret and Elizabeth, he gave £80 each, and to his grand daughter, Hannah Treadwell Rust, £30, "half when she is eighteen." To Elisha, he gave the farm he had inherited from his father, with buildings, half of Treadwell's island, and his dwelling and land, he had bought of Madame Appleton on the Topsfield road.

The inventory (363:50), appraised the farm, then containing about 52 acres, at £592, and the island, (Treadwell's), about 33 acres upland and 15 acres marsh, at £750. As he remembered only five daughters and two sons in his will, we may presume that all the rest of his great family of seventeen children had died before him.

The eldest son, John, was graduated from Harvard College in the class of 1758, and was ordained the minister of the First Congregational Church in Lynn, March 2, 1763. He resigned in 1782 and returned to Ipswich, where he taught the Grammar School, 1783 to 1785. He served as Representative to the General Court in 1785 and 1786, removed to Salem, became Senator and a Judge of the Court of Common Pleas. He died Jan 5, 1811.¹ He conveyed his interest in Treadwell's Island to his brother Elisha, April 1, 1789. (148:233).

Elisha Treadwell, the fifth of the family line in the ownership, married Lydia Crocker, June 21, 1780. Their children were:

WILLIAM, born Feb. 9, 1781.

Mary, born Feb. 11, 1783.

JOHN, born Mar. 14, 1785.

LYDIA, born Sept. 14, 1787; married Samuel Wade, Dec. 20, 1810.

EPHRAIM, born Sept. 24, 1789.

CHARLES, born July 26, 1791.

FRANCIS C.

Elisha Treadwell died Dec. 19, 1792 at the age of 38 years. His widow, as administratrix, filed the inventory Dec. 3, 1793 (363:50). Treadwell's Island had been sold to William Burley for £570.

By an Indenture, dated May 3, 1834, Francis C. Treadwell of Brooklyn, baker, conveyed to his brother, William Treadwell of Salem, merchant, his interest in the estate of their father, "which consists principally of a parcel of upland and salt meadow called 'the farm,' lying near the Great Neck, etc." and a parcel of fresh meadow on the road to Topsfield.

The dwelling on the Island farm seems to have disappeared when this Indenture was drawn. It is said by the old residents of the neighborhood that it was removed to the corner of Green and Water Streets, near the

¹ Essex Institute Histor. Coll. 4:129.

bridge, and remained there many years. The cellar of the farm home is still visible on the bare upland slope, surrounded by the great expanse of marsh, and a few old apple trees indicate the orchard. Nothing else remains in the lonely wind-swept pasture to remind us of the long generations of human toil, that wrested the yearly crops from the reluctant soil, and the many families which began, flourished and ended here.

William Treadwell of Salem reconveyed to his brother Francis C. Treadwell, of Brooklyn, his title in their father's farm on Jan. 10, 1835 (282:233), who sold his interest, an undivided fourth, to Augustine Heard, May 3, 1848 (398:20). The other heirs, Lydia Wade, Mary Crocker Wade and Priscilla Treadwell Wade, daughters of Samuel Wade and Lydia (Treadwell), John C. Treadwell of Lowell and Sarah A. his wife, in release of dower, Elizabeth B. Treadwell, Joel M. Hubbard of New York and Irene M. his wife, in her own right, and Charles W. Treadwell of Moreau, N. Y. sold their interest, three undivided fourths, in "the farm of our grandfather Elisha Treadwell," to Mr. Heard on May 19, 1848 (397:233). It is frequently alluded to in later conveyances as "the Wade farm."

Augustine Heard bought the Heard farm, owned by his father, the Hon. John Heard, from his brother George W. and sister Mary, and conveyed it and the "Treadwell farm or Wade place," to George William Brown, Nov. 30, 1861; (631:46), and also 8 acres of marsh, and 4 pieces of thatch and marsh on Manning's Neck creek, on the same date, (631:48). Mr. Brown sold 67 acres of upland and marsh, "known as Wade or Treadwell land" to Warren Nourse, March 23, 1868 (742:151), including 5 acres of marsh and thatch, conveyed to John Treadwell by Moses Treadwell, by deed of division and quit-claim, Dec. 8, 1784, (195:245), conveyed by the Mass. General Hospital to Israel Rea, of Topsfield, Feb. 20, 1861 (619:126), and by Rea to Brown, Sept. 1, 1865 (689:119). Mr. Nourse sold to George A. Hodgdon, the present owner, April 29, 1891 (1311:306), and his son, John W. Nourse, conveyed to him 6 acres of salt marsh, included in the deed of Brown to Nourse, (742:151), on May 11, 1897 (1514:448).

The Andrew Hodges Farm.

No. 5.

Crossing from the east to the west side of the "path to Jeffrey's Neck," as it is styled in a deposition in 1695, the farm nearest to the Neck was owned by Andrew Hodges, who had a grant from the Town and bought of Isaac Comings seven acres, half of a lot granted to Jonathan Wade, which he had resigned to the Town, bounded by Mr. Foster's land west and north-west, and his own land east and south east, and Mr. Wade's six acres south west.¹ The Town sold him six acres of marsh, already mentioned,² "joyn-

¹ Town Records entered 26-6 mo. 1639

² Page 30.

ing to his own from Mr. Tredwell's to Good'n Gillmans all but what ye Great Creek takes in to the Neck reserving a highway."

In his will,¹ signed Oct. 11, 1665, he provides "also my kinsman Gyles (Birdly) is to provide her (my wife) wood as long as she lives, my wife to have use of the dwelling and land about it, only the barn for my kinsman";

"to the poor of this Town five shillings a year, after my wife's death, forever"; "to the coledge of Cambridge heere five pounds to be paid after my wive's death in fyve years, by twenty shillings a yeaere for the good of poore scollers";

"and to my cousin, Giles Birdly, I give my house and grounds and after my wive's death all my other ground meadow and upland, cattle and sheep."

Mr. Hodges died in Dec., 1665. His wife, Ann, died Nov. 15, 1658, and he married Lidea Brown, Nov. 27, 1659. No children appear in the records of the Town.

Giles Birdley and his wife, Rebecca, had three sons, whose births appear in the early records.

ANDREW, born Sept. 5, 1657.

JAMES, born Feb. 10, 1659.

JOHN, born July 13, 1662; died Feb. 27, 1688.

In his will, filed in the Probate office, which he signed July 18, 1668, he devised to his wife his house and grounds about it with the use of the barn, during her life, "for the cumfort of my wife and children." At her death, he directed that it should revert to his eldest son, Andrew, and if he had no heirs, to James, and if he failed, then to the little John, then six years old. The will was proved Sept. 29, of the same year, and the Inventory has the items:

dwelling house, barn and homestead £50-0-0, 28 acres upland and meadow, 112-0-0, 6 acres of Indian corn on the ground, wheat and barley in the barn.

JAMES, the second son, had wife Elizabeth and three sons:

WILLIAM, born Feb. 27, 1692-3.

JOSEPH, born April 6, 1695.

THOMAS, born April 5, 1697.

His wife, Rebecca, was buried Oct. 21, 1686.

Andrew, the first born, in early life lived with old John Brown, on his lonely farm in the woods of the Candlewood region.² In his eighteenth year, he was impressed as a soldier in the King Philip War, and served in the memorable Narragansett Campaign under Major Samuel Appleton.³ Prior to 1688, he bought the house now owned by the Perkins heirs on Green St., but made his home on the farm. His mother, who married Abraham Fitt, on Jan. 7, 1669-70, quit-claimed her right to Andrew, Jan.

¹ In Court Files "Burley vs. Treadwell" Box 1695-1699

² Deposition Ips. Deeds 4:279, April 4, 1679

³ Ipswich in Mass. Bay, pp. 198-219.

6, 1679 (Ips. Deeds, 4:316). In her deposition in Court, in 1695, she acknowledged her quit-claim to her son, who "hath for many years past occupied and possessed the said house as his own. (Court Files.)

He married Mary Connant on March 14, 1681, and their children, all born probably in the farm house near the Neck, were:

REBECCA, born March 29, 1682.

ANDREW, born April 5, 1686; buried Aug. 5, 1686.

MARTHA, born March 3, 1691-2; died Sept. 26, 1693.

ANDREW, born June 14, 1694.

MARTHA, born April 28, 1696.

SARAH, born Oct. 6, 1698.

There were also Mary, probably one of the oldest, and named for her mother, and Jonathan and Elizabeth,¹ who were under age in 1718. Rebecca married Robert Kinsman, June 28, 1705. Mary married Samuel Adams, intention, Sept. 28, 1706, and Sarah became the wife of Richard Kimball, intention 12, 12 mo. 1715 (Feb. 1715-6), in her eighteenth year. Elizabeth and Daniel Caldwell were published Jan. 17, 1723. Andrew, the only son, was published with Lydia Pengry, Nov. 9, 1717.

Cornet Andrew Burley, as he was known in his later years, lived to see his three daughters and his son marry and set up homes for themselves. He died on Feb. 1, 1718, and his widow married Sergeant Caleb Kimball, intention, April 14, 1722. The Sergeant died Feb. 4, 1736, Mary, his widow, on Nov. 23, 1743. Mr. Burley's inventory (312:317 Pro. Rec.), contains items of interest, "ye house, homestead, upland and marsh adjoining, about 36 acres, interest in Mr. Paine's Pasture, a house & homestead at Town, 11 acres Newman's pasture, four rights in ye commons, undivided farne at Exeter, timber for ye frame of a house, 10-0-0, 12000 shingles, 7-4-0, boards 21-0-0, bricks, 12-0, 33-0-0."

The heirs, Robert Kinsman and Rebecca, Samuel Adams and Mary, Richard Kimball and Sarah, quit-claimed to Andrew their interest in their father's estate, and the widow's interest after her decease. If their brother, Jonathan, or sister, Elizabeth, should decease before they arrived at full age, their part was to be divided between them, Feb. 18, 1718-9 (313:292). The omission of Martha's name suggests that she was not living at that date.

The Cornet had sold an acre and a half to Richard Smith, "nere the said Richard Smith his dwelling house, and a part of the land that formerly was Andrew Hodges his land, bounded by ye rest of said lands y^t ware ye said Andrew Hodges, East," all other sides on Smith, March 24, 1680 (Ips. Deeds 5:370). His instigation of the law suit over the marsh to the Island farm has been noticed.²

Andrew Burley Jr. known as Esq. became the sole owner, as we have seen, of the ancient Hodges farm. He married Lydia Pengry, intention

¹ The printed Vital Statistics have Eliza (beth) d. Andrew and Rebecca; b. Aug. 25, 1700.

² Page 30.

Nov. 9, 1717, and they had Andrew, baptized Oct. 6, 1718, another Andrew, baptized November 29, 1719, and John born in 1721, who died in his 21st year, Dec. 26, 1742. Lydia died Aug. 25, 1736 at the age of thirty-nine, and he married the widow, Hannah Burnam, Jan. 9, 1738. They had a son, William, baptized Jan. 6, 1750, and other children apparently.

He made his home in the house on Green St., acquired a large estate, and became a prominent citizen. He died Dec. 10, 1753, giving his widow, Hannah, a life interest in the dwelling with ample provision for her comfort, and divided his estate between his sons William and Andrew.

Notwithstanding his large land holdings, executions for debt were levied upon the estate, shortly after his death. The Paine pasture on the east side of the way passed into the hands of Moses Smith, and Captain John Smith, owner of the adjoining farm on the west side, purchased lot after lot from the creditors of the estate, until the whole of the ancient Hodges-Burley farm was absorbed.¹ No mention of the dwelling is made in these conveyances and it is evident that the buildings had all disappeared. To cap the climax, Captain Smith bought as well the Burley mansion on Green St., in April, 1760, (110:73), a half year after the decease of Hannah, the widow of Andrew Burley, Esq. No trace of the location of the ancient farm dwelling remains.

The Richard Smith Farm.

No. 6.

This farm, which is largely identical with what was known later as the Heard farm, and is partly owned now by Mr. Seymour I. Hudgens, was owned at a very early date by Richard Smith, who conveyed it to his son-in-law, Edward Gillman, the younger. Young Gillman seems to have been a man of hasty temperament. He was so eager to claim Elizabeth Smith as his bride, that he forgot or neglected to secure three publications on lecture days, and for this omission, the young couple suffered the mortification of being presented in the Ipswich Court of Quarter Sessions, on the 28th of September, 1647. He was so deficient in funds, that he was obliged to mortgage, "my farm with dwelling, barn., stable, etc., as it was in the use of my father-in-law Richard Smith of whom I bought said farm," to Thomas Savage of Boston, Dec. 20, 1647, (Ips. Deeds, 1:39). Savage released to Gillman, with 8 milch cows and 2 mares, Dec. 16, 1648 (Ips. Deeds, 1:44). Gillman then mortgaged to his father, Edward Gillman, "the house and farme wherein I do now dwell, granted unto me by my father-in-law Richard Smith, as by his deed dated 9th of October, 1647, also 6 acres of meadow formerly of Wade with saw mill in Exeter, etc." 25-10-1648 (Ips. Deeds 1:45) Gillman, Senior, conveyed to "my brother, Richard Smith of Shropham, England, my farm granted unto me by my son, Edward Gillman of Exeter, as by his deed of mortgage dated the 25-10-1648, appeareth, etc., Oct. 2, 1651 (Ips. Deeds 1:89). Richard Smith of Shropham, Norfolk Co., in Old England, yeoman, sold to his loving

son, Richard Smith of Ipswich, singleman, the house and farm "wherein he now dwells," also 6 acres of meadow exchanged formerly with Jonathan Wade for other 6 acres of meadow as by writing of 18-3- 1617, and 6 acres of meadow and upland bought by him of Thomas Bishop, on condition that he pay to his brother-in-law, Philip Call of Shropham, saddler, £120 English money, etc., at said Richard's house. If Richard and Philip cannot agree, a third man is to be chosen, and if Richard does not pay, Philip shall enter upon said house and farm.

"the nyynth day of April according to English account, 1658," Ipswich Deeds, 3:146.

Richard Smith, "the single man," married Hannah Cheny, 1660. Their children, so far as known, were:

DANIEL, m. Elizabeth Paine ¹

JOHN,

JOSEPH, born July 16, 1685.

NATHANIEL,

ELIZABETH,

HANNAH, m. Chadwell.

MARTHA, m. Boarman.

DOROTHY, m. Robert Rogers.

RICHARD, died July 22, 1700.

He bought of Andrew Hodges, $\frac{3}{4}$ acre of marsh, near the highway, bounded northwest by his own land, running down to the creek, and south east by Hodges, March 20, 1662 (Ips. Deeds 5:369), and of Andrew Burley, $1\frac{1}{2}$ acres, near the dwelling, originally part of Hodges's land, Mar. 24, 1680 (Ips. Deeds 5:370).

In his old age, Richard Smith divided his farm by deed to his heirs. To his son, John, for £170, he conveyed half his farm, "in sundry parcels," the 18 acre pasture, bounded in part by the river, partly by Andrew Burley's land; half the north piece of marsh, so called, containing 17 acres, bounded north by the river, east and south by a creek; half the great field, so-called, 9 acres, near the dwelling; $\frac{3}{4}$ of an acre of arable land, bounded north by "the way y^t leads to ye old house," south by the meadow, east by pasture; and 17 acres of marsh, bounded west by river, south by Foster's creek, north to another stake about 3 rods below the arable land, east to a stake by the great field, north to corner of the pasture, and as the fence runs to the river, "with the new house and half the barn, standing at the south east end of ye great field," and half the common right of sd Richard's farm; "also free use of all ye ways & passages for footing, riding, carting & driving," "reserving all ye wood of ye sd North Island standing in John's marsh and five marked trees in John's sd pasture." Jan. 29, 1702-3 (15:151).

It would seem by this deed that the new house, to which he alludes, was located near the junction of the road to Smith's Island with the way to Jeffrey's Neck, and that the old was farther back to the northwest, on the way to Smith's Island. A depression, which may have been the cellar of this house, remains on the slope on the west side of the road to the Island.

¹ See Page 19.

On July 21, 1708, Richard conveyed the other half of the farm to his son Joseph, in consideration of his support of his parents and his sister, Elizabeth, (19:208). He conveyed to his son, Nathaniel, two pieces of salt marsh, "9 acres, one end bounded by Mr. Wade's marsh, the other end by the Pines, one laid out to me in my own right, the other by purchase," Feb. 28, 1708 (54:246).

Some years after, the brothers John and Joseph agreed to a division of the farm, "their father and they now dwell on, adjoining to Andrew Burley's land." A dividing line was established, beginning at the spring about the west end of the great hill, running in a general easterly direction to the wall that parted Goodman Burley's field from the farm. Joseph quit-claimed all north of this line; John quit-claimed to Joseph 16 acres of marsh, five acres of upland in the field near Joseph's dwelling, $\frac{3}{4}$ acre upland in pasture, etc. all south of this line, "also a point of land on the north side of the line, from the great spring, running north on a line to a stake by the river side, otherwise bounded by the river and fence by the marsh, about an acre and a quarter, which is chiefly for a landing place, & all the drift stuff the tides shall bring on John's land from ye place commonly called ye Dock, till it comes to a stake by the river, ye north Corner of ye point of land by ye spring," "also a privilege to cart said drift to his land to go west round the hill," "and also a cartway from ye point of land said Joseph his landing place, 22 feet wide, where most convenient to go to his land, except the privilege of the highway from my land to ye lane that goes to Town." July 31, 1712 (29:29).

Joseph executed a similar quit-claim to John's part (27:215). John, the owner of the northern half of the farm, had married Mercy Adams, daughter of Nathaniel, Feb. 4, 1702-3, and their children were:

MERCY, born April 11, 1705; married Nathaniel Treadwell, intention, May 29, 1725.

JOHN, born Jan. 23, 1707-8.

NATHANIEL, born Feb. 27, 1710-11.

CHENY, born March 2, 1712-13.

John Smith died on May 20, 1713 at the early age of 36 years. His will, signed April 29, 1713, proved June 27, appointed Mercy, executrix, until the five year old John came of age, (311:4&5). The widow, Mercy, and Arthur Abbott were married Sept. 16, 1716. Their children were Arthur, Sarah and Frances. Mercy Abbott died Sept. 11, 1733.

The boy, John, in due time became a prosperous man and seems to have acquired the whole of the Smith farm. He rejoiced in the titles of Lieutenant and Captain. He enlarged the farm by the gradual purchase of the Burley land on the north east. A series of executions was levied upon the estate of Andrew Burley, deceased, by his creditors. The widow Sarah Clenton recovered judgment and $1\frac{3}{4}$ acres were set off to her, abutting on Smith's land on the southwest and south, and on the way to Jeffrey's Neck, Nov. 15, 1757 (105:21). She sold to John Crocker, Nov. 25, 1758 (108:163) who conveyed to Captain Smith, Feb. 14, 1760 (109:23).

Three acres and twenty-five rods were set off to Abraham Tilton, running northwest from the highway to a stake a little to westward of a well by the stone wall, parting the premises from land in the possession of Sarah Clenton, then on Smith's land, etc., which he sold to John Smith, April 24, 1758, (107:20). Dorothy Clark of Topsfield, spinster, "an infant under the age of twenty-one years, who sues by Mary Clark, widow, her guardian," recovered judgment, and $2\frac{1}{2}$ acres were set off to her, bounded by the way to the Neck and Tilton's lot, Dec. 26, 1757 (105:28). She sold to Captain John, August 20, 1760 (110:71). Joseph Appleton was apportioned an acre, measuring 20 rods on the highway and 8 rods on the southwest on the Clark lot, Nov. 15, 1757 (105:19), which he sold to Smith, April 19, 1759 (108:14).

Mary Treadwell, spinster, was allotted 5 acres of upland and marsh, measuring 6 rods on the road, southwest, to the land laid out to Appleton, April 26, 1760 (108:257). She sold to Daniel Giddings, May 1, 1761 (109:225), who conveyed to Smith, May 23, 1763 (112:129). Andrew Burley, the executor of the estate, sold Captain Smith, 1 acre 60 poles, bounded west and north on Smith's land, east on the road, Nov. 16, 1764 (115:98). This seems to have completed the purchase of all the Burley land on the northwest side of the road. No mention of the old Hodges farm house occurs, and it had undoubtedly disappeared. It was located apparently opposite the way laid out to Treadwell's Island farm.

Captain John chose for his first wife, his life-long friend and neighbor, Hannah Treadwell, daughter of Nathaniel and Hannah, who was born on Sept. 25, 1709. She lacked four months of nineteen years on her wedding day, May 27, 1728, and the youthful bridegroom had passed his twentieth birthday only four months before.

Happily the young bride in her new home was hardly out of sight of her mother, and in the month of October, John Treadwell brought his girl bride, Hannah Boarman, to the Island. Between the two brides, we easily imagine a warm friendship was inevitable, and a constant interchange of neighborly calls brightened every day. Each was burdened with the constantly increasing cares of a growing family. But Hannah Smith was spared the anguish that was allotted to Hannah Treadwell. Once only death came to her household when the baby, John, her first-born was taken. Twelve children came to them:

JOHN, baptized June 1, 1729; died July 12, 1730.

HANNAH, baptized March 21, 1730.

MERCY, baptized June 10, 1733.

SARAH, baptized May 18, 1735.

CHARLES, baptized Feb. 27, 1736-7.

JOHN, baptized Mar. 5, 1737-8.

CHENY, baptized April 1, 1739.

ABIGAIL, baptized June 7, 1741.

EUNICE, baptized March 17, 1744.

AARON, baptized April 5, 1747.

JOSIAH, baptized April 23, 1749.

SAMUEL, baptized Nov. 24, 1751.

Hannah died Aug. 18, 1750, in her forty-first year. Her neighbor, Hannah, had died three years before in her thirty-sixth year. The marvel is, that they lived so long, rather than they died so young. Though the dreadful throat distemper that swept away Hannah Treadwell's children spared the Smith household, the mother's anxiety must have been almost unendurable, and her two score years were filled with toil and care, scarcely equalled in a life of four score years in our easier times. Both were women of strong character, if the excellent quality of their sons and daughters may be relied on as our criterion. Hannah Smith's daughters were all sought in marriage at an early age.

Hannah married Isaac Burnham, and Merey, William Dodge, Jr. and as both intentions were published on Feb. 3, 1753, a double wedding may have taken away these two eldest children on the same day. Sarah became the wife of Seth Dodge, of Lunenburg, (int. March 11, 1758) and her younger sister, Abigail, married Thomas Dodge of Lunenburg (intention Nov. 13, 1762). Eunice and Joseph Wells were married in 1766, (int. October 24). Charles, Major Charles as he was known, became a prominent citizen. Cheny and Aaron were worthy men. But her two infants would have filled their mother's heart with pride, if she could have lived. Samuel was graduated from Harvard College in 1772 and Josiah in 1774, and both became physicians. Their neighbor, John Treadwell, had led the way, graduating in the year 1758, and entering the ministry.

Lieut. John Smith did not make haste to marry again. No doubt his capable daughters took up the work their mother had laid down and mothered the younger children affectionately, but after three of them had married, he took to wife the widow, Susanna How, on Jan. 28, 1762. Two years before, he had purchased the Andrew Burley mansion on Green St., still a comfortable dwelling, now owned by the Perkins heirs, and opened a tavern. Increase How, the former husband of Susanna, had bought the house on the corner now occupied by Dr. William E. Tucker's residence in 1724 and become an inn-keeper. The widow's long experience in the South side inn served her admirably, no doubt, in the new establishment, and we can believe that many patrons, who had enjoyed her good cheer, followed her to the new tavern.

Captain Smith died on July 11, 1768 at the age of 62 years; his widow, on Dec. 26, 1781 at the age of 82. In his will, signed June 20, 1768, (345-30), he made ample provision for his widow and his eleven children. To her he gave "all the tavern stores that shall be in the house at my decease," and his "riding chaise,"; to Cheny, he gave the house and land where he lived, a half interest in Grape Island, and half the wharf and storehouse he owned in partnership with Dr. Calef; to John, "the cash which I paid for his house at Worcester" etc.; to Aaron, his interest in "the house

that was Francis Cogswell's' and the remainder of his interest in the wharf; to Josiah, "the east part of my farm with barn, bounded on the road that leads to my son Charles's house, and thence by said road to the bars or causey and by said causey to the Fish Island (also one-half the said Fish Island and Fish House to be my son Josiah's), and from the river on marsh of Josiah Herrick and Dea. John Patch and Mr. Andrew Burley till it comes to the road leading to Jeffrie's Neck, and by said road to first bounds," possession to be given when he is twenty-one; to Samuel, land, near the present Methodist meeting house, on the Corner of Green St., and £266-13s-4d in money when he comes of age, the interest to be used for his education at college, a silver can, etc.; to his daughters, Hannah Burnham, Mercy Dodge, Sarah Dodge, Abigail Dodge, and Eunice Wells, each a sum of money, a silver spoon and porringer; to his son, Charles, "the west part of my farm, bounded on Capt. Treadwells's land till it comes to the marsh of Nath. Kimbal's, by Kimbal to the River at a place called Candlewood Island, and by said river till it comes to Fish Island, with a half ownership in the island, by the causey to the upland, and by the road or cartway that leads to the road, that goes to Jeffries Neck, and by this to the first," also his large silver tankard, a silver spoon and his best cloak.

The inventory contains items of especial interest.

The farm, one house, 2 barns and about one hundred acres, upland and marsh, £1000-0-0, $\frac{1}{2}$ Grape Island about 20 acres upland and marsh, 126-13-4, with other real estate. His clothing was costly and fine.

One claret colored suit	120s
One light colored suit	60s
One blue colored suit	20s
One blue cloak	40s
Three wigs	30s
Two pair silver buckles	15s
Gold buttons	18s
A camblet cloak	8s

The tavern equipment is very suggestive of thirsty patrons.

Tavern measures	8-1
Ten tables 76-8, 24 chairs, 30s	} 26-15-0
Six feather beds, 6 bedsteads	
Twenty-four pair sheets, 536s	
China and delf ware, decanters and glasses	3-8-4
200 gallons rum @ 2-8	26-13-4
25 gallons brandy 89-9	4-9-9
45 gallons wine 206-8	10-6-8
3 hhds of cyder 72s 4 gals. gin 20s	4-12-0
2 hundred of sugar 80s	4-0-0
150 wt of flour 24s	1-4-0
8 cord of wood	5-6-8

Dr. Josiah Smith, of Newburyport, sold to John Heard of Ipswich, Gentleman, "for £1025 in gold and silver," "the whole of my farm whereon Mr. Eben Caldwell now lives, consisting of 33 acres of upland and 23 acres salt marsh" with all the buildings, lying "immediately between the roads leading to Jeffries Neck and my brother Charles's house," 6 acres of marsh at Plum Island, Neck rights, etc., inherited from his father, Mar. 17, 1781 (140:159).

Mr. Heard bought of Major Chas. Smith, his half interest in Fish Island and an acre of marsh adjoining, July 7, 1792 (274:101). Following his purchase of the Smith farm, Mr. Heard, as has been noted already,¹ bought $6\frac{3}{4}$ acres of pasture from Moses Smith, bounded by the road to Jeffrey's Neck and the lane to the Island farm, and $7\frac{1}{2}$ acres of marsh on March 3, 1783 (140:160); 7 acres, 26 rods of pasture adjoining the above, 5 acres of tillage land and $3\frac{1}{2}$ of marsh from Jabez Smith, Dec. 5, 1787 (191:202); 4 acres of upland, all that remained of the original Paine pasture, and $1\frac{3}{4}$ acres in the north east side of the Plain, of Moses Smith, Oct. 22, 1789 (191:204).

The will of Hon. John Heard, signed May 15, 1830, proved Sept. 2, 1834, (409:175 Pro. Rec.), gave his estate to his son, George W. and his daughter, Mary, as his sons, John and Augustine, had requested no legacy. The farm then comprised 60 acres of upland, 40 acres of marsh with buildings, and 8 acres of dike marsh, (87:319). Geo. W. Heard of Boston, merchant, sold his half interest to his brother Augustine, including half of 32 old upland rights in Jeffrey's Neck pasture and 44 new upland rights in the same, Feb. 19, 1838 (329:238), and Mary Heard sold her half to him, Sept. 1, 1838 (329:233). Augustine Heard conveyed this and the Island farm, known as the Treadwell or Wade place, already mentioned,² to George William Brown, Nov. 30, 1861, (631:46), and marsh and thatch, (631:48), who sold the same to Warren Nourse, March 23, 1868 (742:151).

Mr. Nourse sold to William Sutton, commonly styled Gen. Sutton, 16 acres of upland and marsh, bounded by the road to Jeffrey's Neck, the lane to Smith's Island, land of Aaron Treadwell, etc., June 4, 1872, (857:296). He sold to George W. Caldwell, 14 acres of mowing and tillage land with the buildings, bounded by the highway and the road to Smith's Island, who conveyed the same to George L. Ross of Danvers, Dec. 9, 1874, (918:213), who sold to Gen. Sutton, Oct. 21, 1876 (963:186). Mr. Ross had previously sold him $1\frac{1}{2}$ acres on the south east side of the lane to Smith's Island, Dec. 15, 1874 (918:274). Mr. Nourse sold to Aaron W. Hubbard, about 53 acres, 21 acres upland, 33 marsh, with a barn, extending along the road to the Neck to the marsh of George Hodgdon, extending by various courses to the lane to Smith's Island and the land sold George W. Caldwell, April 17, 1874 (919:283).

¹ Page 22.

² Page 35.

Gen. Sutton had bought of George Hodgdon 2½ acres on "Smith's Hill," July 4, 1845 (538:190), which he had bought of Thomas Harris, Feb. 28, 1855 (516:292). He acquired the William Treadwell farm in 1870, and built up a large estate on the north and south sides of the Aaron Treadwell farm. He bought 7¼ acres of salt marsh near Smith's Island of Oliver Underhill, Nov. 10, 1872 (869:162); 3 acres of Elizabeth K. Low, widow of Jacob S. Low, bounded north west by the "Island Bars," so called, by the river, and the causeway to Fish Island, April 21, 1873 (879:34); of John K. Chapman, 2¼ acres of marsh on the river side, July 10, 1873 (885:182); of the widow Alice L. Baker, woodland called "Baker's Island" 1¼ acres, in "Baker's marsh," being the same that Richard Sutton, Esq., of Ipswich bought of William Brown of Hamilton, Dec. 16, 1801, (169:249) on April 9, 1875 (925:297); of Aaron W. Hubbard, 2¼ acres of tillage land, adjoining the land of Geo. W. Caldwell, and salt marsh adjoining, May 26, 1874 (904:269), and 5½ acres with a barn, part of the original Heard farm, on Nov. 28, 1876 (967:254), Warren Nourse giving his quit-claim (967:255); and of John Dane, 3½ acres of marsh, Dec. 28, 1877 (992:96).

Gen. Sutton, of Peabody, conveyed to Eben Sutton of North Andover all his real estate in Peabody, Ipswich and elsewhere, Nov. 30, 1881 (1072:42), who conveyed to Susan M. Sutton, wife of William, on the same day (1078:177). Mrs. Sutton sold the farm to Frederick G. Stevens, April 24, 1885 (1149:235) who conveyed to Robert B. Hawley, Jr., Nov. 17, 1886 (1186:41). Mr. Hawley sold to Seymour I. Hudgens, the land and buildings "part of the Heard farm and the Smith's Hill land," the same conveyed to him by Frederick G. Stevens, Dec. 3, 1888 (1242:108).

Aaron W. Hubbard sold to Warren Nourse, 24 acres upland and marsh on the north side of the Sutton or Hudgens farm, April 17, 1879 (1894:408) and his heirs sold to Mrs. Nourse and her son, John W. Nourse, all that remained of his purchase from Mr. Nourse, on Sept. 27, 1897 (1533:182). John W. Nourse, sole heir of Warren Nourse, sold to Nathaniel T. Low, there two lots, measuring about 37 acres, with a barn on the opposite side of the road, Sept. 5, 1907 (1894:410). Fish Island, as it is called in early deeds, was included in the William Treadwell farm, later owned by Gen. Sutton, which Mr. Low purchased from the Savings Bank. He conveyed it to the present owner, Mr. Perley B. King, Oct. 31, 1905 (1799:175).

The Nathaniel Treadwell Farm.

No. 7.

The original ownership of the land on the west side of the highway between the John Perkins grant, which included part of the William Sutton farm, and the Gillman-Smith farm, known later as the Heard farm, is difficult to decide. The record of land grants mentions that to Robert Lord, there was "at three several tymes granted a psell of land pt meadow

and pt upland about ten acres more or less which together with a planting lott bought of John Wedgwoods maketh about sixteen acres more or less as it lyeth together at the east end of the Towne bounded all but one acre a half by the common fence on the East and Northeast having Hugh Sherratts planting lot on the Northwest the other pt about one acre a half lying without the common fence in the way to Jeffries Neck bounded by the same highway on the west and by the land of John Perkins the elder on the southeast." This lot, together with the Hugh Sherratt planting lot, and the lots of Nathaniel Bishop and Roger Lankton adjoining were acquired probably by Thomas Treadwell, as has already been noted.¹ His son, Nathaniel, the gunsmith and selectman, bought of Dr. John Bridgham, an additional 16 acres, more or less, "land purchased by my father, Henry Bridgham, of William Buckley, bounded by land late of Thomas Treadwell, deceased, south and east, etc., 1671 (Ips. Deeds, 3:207).

The deed of the executor of Matthew Whipple to John Anniball, dated 1 day, 10th mo., 1647, of 7 acres marsh in the North Common Field, lying upon the ground of Edward Gillman toward north and south, upon Thomas Treadwell east on John Morse west, shows that Thomas Treadwell had acquired land on the west side of the highway very early.

Nathaniel, son of Nathaniel the gunsmith, born in 1677,² built his dwelling here, which is probably identical in part, at least, with the substantial dwelling, known as the Aaron or Micajah Treadwell house.

He married Hannah ———, and their children were:

JACOB, born Jan. 24, 1698-9.

NATHANIEL, born 1700.

CHARLES, baptized Sept. 23, 1705.

NATHAN, born March 7, 1707-8.

HANNAH, born Sept. 25, 1709.

JABEZ, baptized Aug. 9, 1713.

He died on Aug. 17, 1723, and his inventory taken Oct. 30, 1723 (313:-734), included a mansion house, tillage and pasture land,
one negro boy slave, abt 5 yrs, £20
one ditto garle £30.

The estate was divided among the heirs, and the widow; to Jacob, the eldest son, 2 shares, £187; to Nathaniel, Charles, Hannah and Jabez, £93-18 each (315:61-2). Jacob and Sarah, his wife, then of Portsmouth, a tailor, sold their interest to Nathaniel, a full half, and his interest in what his grandfather conveyed to his father, half of buildings, etc., July 6, 1727 (50:2).

Nathaniel Treadwell, Jr., married Mercy Smith, int. May 29, 1725. She was the daughter of John and Mercy Smith, their next door neighbor, sister of Captain John who married Hannah, sister of Nathaniel Treadwell, May 27, 1728. Thus a double tie bound these families, and a

¹ Page 13.

² Page 14.

third young bride found delightful company in the neighborhood. As the young Nathaniel had acquired the home property before his marriage and he did not buy his tavern property until 1742, undoubtedly he took his bride of twenty years to his own homestead, only a gunshot away from the place of her birth. Family cares soon followed.

NATHANIEL, the first born, baptized June 26, 1726, died July 2, 1726.

NATHANIEL, baptized Sept. 14, 1729, died April 25, 1730.

NATHANIEL, baptized Aug. 27, 1732.

JACOB, baptized Oct. 27, 1734.

HANNAH, baptized May 21, 1738.

MERCY, baptized April 25, 1741, married Samuel Fellows of Gloucester,¹ int., April 15, 1763.

AARON, baptized Sept. 4, 1743.

MOSES, born Sept. 20, 1746.

Mercy died after his birth, and in the third home in this little group of farm dwellings, the mother was taken, very near the death of Hannah Treadwell and Hannah Smith.

Nathaniel, then Captain, married second, Mrs. Hannah Endicott, int. July 28, 1750. Captain Treadwell acquired a large property, the

Tavern house, (the Joseph Baker house, now owned by Miss Lucy Slade Lord,) a residence on the lot now occupied by the Public Library, the ancestral farm on the east side of the road to Jeffrey's Neck, and his father's farm on the west side of the road, in which a dwelling had been built by his father, then occupied by his son Aaron. He died on January 31, 1777, at the age of seventy-seven, leaving to his son Jacob, his "Tavern house" and buildings, with land in Manning's Neck; to Aaron "all that part of my farm he improves with dwelling and barn," with land in Manning's Neck; to Moses, "that part of the farm he now occupies," with house and barn, his residence on Meeting House Hill and land on Manning's Neck; to grandsons, Nathaniel Treadwell Fellows and Samuel Fellows, sons of his daughter, Mercy, £40, and the residue to Moses and Aaron. (352:316 Pro. Rec.)

Aaron Treadwell, to whom his father, Captain Nathaniel, gave his farm on the west side of the road, married Mrs. Elizabeth Appleton, int. April 18, 1767 and he was then living in the roomy and comfortable mansion, which still gives promise of another century of usefulness.

Their children were:

NATHANIEL 4th, born April 18, 1769; married 1st, Thankful Dennis, Aug. 28, 1791, their son William Jr., birth not given, married Sarah Philips Farley, April 16, 1815, who married 2d, William Oakes Esq., April 12, 1825; and 2nd, Liefja Homans of Beverly, inten., Oct. 18, 1834.

AARON, born June 21, 1771.

¹ Nos. XVI—XVII Candlewood Page 77

ELIZABETH, born August 13, 1775; married William Sutton, April 14, 1799.

Hannah, born August 7, 1779; married 1st Nathaniel Treadwell 3d, her cousin, son of Jacob and Martha, born June 5, 1765, as his second wife, Dec. 23, 1798. His first wife was Priscilla Dodge, married Nov. 13, 1788, who died April 15, 1796, aged 33, leaving three children, Nathaniel, born Jan. 17, 1790, Rogers, born April 25, 1792 and Priscilla, born Feb. 5, 1794. By his second marriage he had ——— and Lucy Appleton, born Aug. 4, 1802. Nathaniel 3d died Feb. 22, 1804, aged 39 years, and his widow, Hannah, married Capt. Daniel Lord, Jr., Dec. 29, 1819, who had a family of six children by his former marriage.

Aaron was a prosperous farmer and increased the home farm by many purchases. His brother Moses quit claimed to him 23 acres, and he executed a deed of quittance to Aaron of 15 acres of pasture, reserving privilege of passing from the road through the lane between Moses' close and his orchard, Dec. 26, 1782 (140:92).

In 1789 he began a series of purchases from Major Charles Smith, who had inherited the south side of his father, Capt. John's farm. On Dec. 3d, he brought 16 acres upland and marsh, at the west end of Smith's farm, beginning at the north east corner and running south across the great hill, various ways being reserved (151:211); on April 4, 1791, 10½ acres upland and 1 acre marsh and thatch adjoining, on the river and the road to Fish Island (154:273); on April 28, 1792, 3½ acres salt marsh, Major Smith reserving the privilege of using the southernmost spring in the above premises with a convenient way to the same (157:255); on March 7, 1793, 2¼ acres, 21½ rods of upland, the north part of Smith's farm, "running southeast by the way to Smith's island," and 3½ acres, 25 rods salt marsh (156:225); on Nov. 2, 1793, 3¼ acres 17 rods, on the south side of Smith's hill with a barn thereon, measuring 16 rods, on the road to Smith's Island, and 3½ acres and 15 rods, south on land of Moses and Aaron, east on the Neck road 16 rods (157:256); on Nov. 10, 1794, an acre and a half of upland, including a point of marsh, beginning at the north west corner of Treadwell's barn (157:284); and on April 14, 1797, Major Smith sold 10 acres of upland and marsh, "being the remaining part of my farm not before sold" to Aaron Treadwell Jr., bounded by the road to Jeffrey's Neck, and the lane leading to the landing place (164:121). No mention is made of the dwelling on this farm and it undoubtedly had disappeared. Its site may be indicated by a hollow in the hill side, west of the lane to Smith's Island.

Aaron Treadwell died on March 4, 1825, aged 82 years, in the house in which he was born, his widow, Elizabeth, surviving until April 27, 1827, when she died at the age of 79 years. His will directed that his wearing apparel should be distributed between his sons, Nathaniel and Aaron.

He provided for his widow the life use of the half of his dwelling he occupied, and of all the residue of his real estate, except the other half of the house.

To his son, Aaron, he gave the half of the dwelling in which he lived, and after his mother's decease, the half she occupied, with the land under and adjoining, about 30 acres, and his pasture, adjoining his brother Moses' land containing 23 acres. After his decease, the house and lands were bequeathed to his grandson, Micajah, son of Aaron. To Nathaniel, he gave his Neck rights, and a piece of marsh at the Neck gate. To Nathaniel, and his daughters Elizabeth Sutton, and Hannah Lord, and "granddaughter, Lucy Treadwell, daughter of my said daughter, Hannah," all that part of real estate, heretofore given to his wife, except what was specifically devised; to Nathaniel and Elizabeth, each a third, to Hannah and Lucy each a sixth." (404:430). (Signed June 20, 1821).

The inventory (34:79) included, beside the dwelling and 30 acres, \$2400, Smith's Hill, so-called, with marsh adjoining, being about 47 acres, \$1970, 22 acres pasture, and an acre of marsh adjoining, \$1345 and one-half of the livestock, etc., owned probably in common with his son, Aaron.

Lucy Appleton Treadwell, daughter of Nathaniel and Hannah, married Israel K. Jewett, Jan. 28, 1830. In consideration of a quit-claim deed by Mr. Jewett, the other heirs of Aaron quit-claimed to Lucy, his wife, as her sixth portion, 4 acres on Smith's Hill, "beginning at a stake by the south side of the hill by marsh and upland, now set off to Elizabeth Sutton, then N. E. by said Sutton 8 chains 25 links to a stake on the hill at the corner of Mrs. Sutton's land, and land now set off to Hannah Lord, thence by said Lord's land 7 chains 85 links to a stake by the marsh and said Lord's land, thence by marsh and upland, S. E. 7 chains 75 links to marsh now set off to Mrs. Sutton, etc." and about $2\frac{1}{2}$ acres of marsh at the west side of the upland, March 10, 1835 (304:141). This is still owned by the daughters of Mr. Jewett and is frequently called Jewett's Hill or Treadwell's Hill.

Aaron Treadwell, Jr., who came thus into life use of the dwelling and adjoining lands, married Elizabeth Kilburn of Rowley, Dec. 18, 1796, who died June 15, 1811, at the age of 39 years. He married again Mrs. Polly Rust, Nov. 16, 1812.

Their son, Micajah, baptized Nov. 27, 1803, was the only child, who came to mature age, but Aaron's account book contains the item:

"Feb. 1, 1816, Miss Naby Hammons took our William to school."

A daughter, Elizabeth, died on Feb. 23, 1802, aged 7 mos. and Lucy died on Feb. 25, 1802, aged 3 years.

The old account book, already alluded to, in which he jotted down many entries, reveals the many demands made upon him and the lad, Micajah. Their oxen and horses were in constant use in plowing and teaming for the neighborhood, and whenever a journey was necessary to

Rowley or Newbury, Cape Ann or elsewhere, the horse and chaise were hired. But most entertaining of all the varied items are the notes he made of his horse trades, for the Deacon must have been a master hand at this cunning art.

"Dec. 2, 1795, Brother Nat. Deter to me for swoping horses, teen pounds lawful money 1796. Brother Nat to Swoping horses, £6-0-0. 1796 brother Nat Deter swoping again £2-2-0."

Indeed he prided himself on his skill to such a degree, that he devoted the last page of the old book to the record of an endless chain of his transactions, beginning,

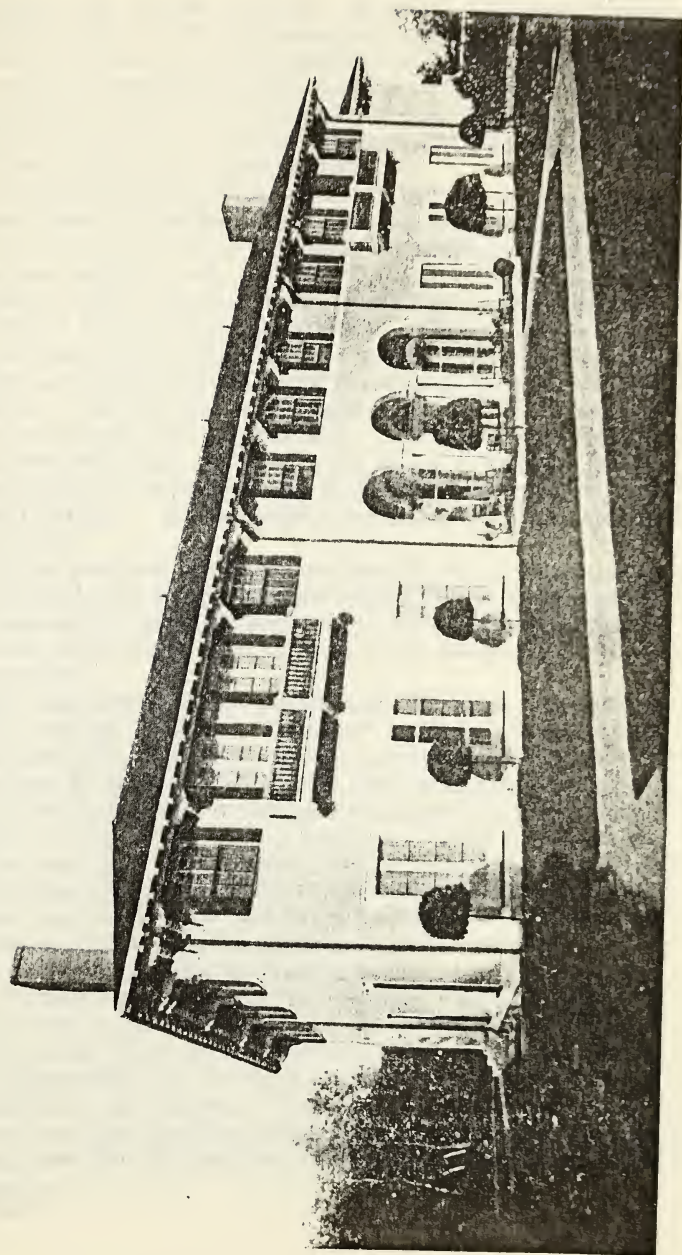
"I Bought a mair of Sir for forty Dolors then Swoopt with Daniel Forster and give £7, then Swoopt with Sir for thirteen pounds ten then the old hors with Mr. Caldwell for £150' and so on through a bewildering maze of more than a dozen trades. In one particular, he failed to gratify our curiosity. He forgot to enter dates, and we are at a loss to know how long a time was requisite for all this swapping. Perhaps his father feared the possible consequences of his mania, and secured the farm in such wise by his will, that he would always have a roof over his head.

Strangely enough, this master trader was very deficient in very practical ways. He persisted in putting the button on the barn door and had to call neighbor Scott to explain why the door wouldn't stay shut, and the same good neighbor furnished the practical wit for many simple problems. The worthy couple both clung to the old ways, the old lady loving her snuff, and he, the regular eleven o'clock toddy, which was served without fail. But he was a worthy man, withal, a Deacon of the First Church, regular at the services of worship on Sunday, and not ashamed of his religion on week days, for he used to pray aloud in the fields.

Deacon Treadwell sold a two-acre lot on Jan. 9, 1850 (422:212) to Nathaniel Scott, Trustee for Hannah Aspell, wife of Larry, which Mr. Scott conveyed to Hannah, Dec. 13, 1854 (604:55). She sold to Mary Jane Lombard, wife of Samuel Lombard of Boston, June 29, 1881 (1074:109).

Under the will of his grandfather, Micajah Treadwell, son of Deacon Aaron, came into possession of the old farm. He married Rebecca Fuller, Oct. 2, 1826, and established himself in the west end of the homestead. No son was born to them and thus the Treadwell name was near its end. Two daughters, however, were born: Mary in 1828, who married Oliver Sanborn, March 31, 1850; and Elizabeth in 1831, who married Jacob S. Low, Oct. 10, 1858. Their sons were Jacob Story Low, born April 14, 1859 and Nathaniel T. Low born Nov. 4, 1861.

Micajah Treadwell conveyed the dwelling and land about it to his grandson, Nathaniel T. Low, son of Jacob S. and Elizabeth, Oct. 12, 1881 (1108:25). Mr. Low bought a marsh lot of 6 acres adjoining, of Jacob S. Lowe, May 23, 1883 (1108:49), salt marsh lots of Susan M. Sutton, Jan. 18, 1883 (1101:252) and a six-acre field on the road to Jewett's hill of



"Inglishby." The summer home of Charles P. Searle.

Mrs. Sutton, Feb. 13, 1883 (1101:293). He conveyed his whole interest in the farm to Harriet P. Poore of Boston, Jan. 7, 1888 (1214:94), who sold to Alexander B. Clark, July 9, 1889, (1252:324); Mr. Clark sold to Nathaniel T. Low, May 13, 1901 (1641:284), who had acquired the William Treadwell farm as has been noted already in 1889.¹ Mr. Low sold the two farms to Charles P. Searle of Boston, a lawyer, and a graduate from Amherst College in the class of 1876, June 16, 1906 (1829:99).

Mr. Searle enlarged the estate at once. On the south side of his holding he bought the lot of Irving Brown² and the house and land which George O. Sanborn conveyed to Frank C. Sanborn June 18, 1899 (1580:513), which he conveyed to Alice O., wife of George O., on the same day (1580:514), was sold by Alice O. Sanborn to Mr. Searle Nov. 2, 1908 (1941:263). He bought of Justin J. Hull three-fourths of an acre at the east end of Town Hill, Aug. 16, 1907 (1886:408), and a house and land, about five acres, of Pauline L. Neidhart and Clara H. Madeira of Philadelphia, June 11, 1909 (1972:247). This property, owned originally by Rev. D. T. Kimball, abutted on Spring St. and on his own land. Exchange of land was made by Mr. Searle with Mary A. Hodgdon and George A. Hodgdon, heirs of George Hodgdon, of upland and marsh, July 27, 1906 (1834:276), July 30, 1906 (1834:278). He also bought marsh lands of N. T. Low, Oct. 20, 1909 (1992:50).

By these purchases, Mr. Searle completed his title to a large portion of the original John Perkins farm, the original Thomas Treadwell lands on the west side of the way to Jeffrey's, and a portion of the original Richard Smith farm on the northern end of the road, with smaller lots granted to other individuals.

On a commanding site on the hill slope, Mr. Searle has built his beautiful dwelling. The name, "Inglesby" which he has given to the ancient lands of the early settlers, fitly betokens the change from the hard and toilsome life of generations of those, who wrung a scant living from these fields and marsh lands, to the leisure and luxury of his country home.

The old winding road is full of memories. It was an eventful day when the young man, Andrew Burley, tramped up from his father's farm in 1675, gun on shoulder, shouting his farewells to the neighbors; and when he came back, his tale of the horrors and hardships of the Narragansett campaign was a never ending theme of discussion at every fireside.

In the summer of 1682, the startling story went up and down, that James Donyhow, man-of-all work for Nathaniel Treadwell, John Yell, the hired man at Richard Smith's, and the nineteen year old Benedict Pulcifer, scarcely bright, the frequent dupe of bad companions, had run away, having robbed Mr. Treadwell of thirty-seven silver shillings and Mr. Smith of a coat and shirt. They then stole a boat from Thomas Clark and a sail and oars from Robert Cross, and sailed down the coast to York, where they left their boat and went over land to Dover. There

¹ Page 11.

² Page 7.

young Andrew Burley, who had pursued the fugitives on horse back, overtook and arrested them. Donyhow escaped at the "Great Island in Piscataquay," but Yell and Puleifer were brought to bar.

Puleifer related how Donyhow and Yell "made themselves merry and said that Nathaniel Treadwell would pine at the loss of his money y^t they two took from him." They were fined 40 shillings in money for their offence and £12-10-02 costs, the whole payable to Mr. Treadwell. But Yell was unable to pay and went to the whipping post.¹

Finer interest attaches to the going away of Elder Paine's son, Robert, and the farm lads, Aaron Smith and John Treadwell, and the brothers, Samuel and Josiah Smith, to the college at Cambridge, exciting the envy of every ambitious boy by their release from the drudgery of the farm and their privilege of entering the company of the elect in Cambridge.

Every Sunday saw the great families trooping out of every farm, the father on horseback, with the mother riding on a pillion behind, and the boys and girls afoot, and sometimes barefoot, when economy required that the shoes should be carried until they arrived near the meeting-house. Dame Treadwell went with pride to occupy her place in the new pew, and it was a brave sight, when Captain John Smith, with his good wife and eleven boys and girls, came up the road on a fine Sunday in his claret colored suit, splendid with gold buttons, silver buckles, and full wig. The pastors and teachers of the church, Rogers and Norton, Hubbard and Cobbett, and all the rest of the long and brilliant line of Ipswich ministers rode down the road at frequent intervals, calling on every family, catechizing the children and tasting their good cheer.

The Revolutionary War brought sorrow and trouble. Their lands lay so near the sea board that they were never free from anxiety and many eyes were set on Castle Hill, where a watch was maintained to light a beacon fire if a hostile ship drew near. Young Moses Treadwell marched on the Lexington alarm as a private in Capt. Daniel Rogers's company, and was commissioned 1st lieutenant in Capt. William Wade's company in 1776. Elisha Treadwell hurried away in Capt. Thomas Burnham's company to Lexington. Charles Smith, too, marched in Captain Burnham's company. He and others raised a company for sea coast defense, and he was commissioned captain. He was 1st major in Col. Jonathan Cogswell's 3d Essex Regiment and commanded a regiment a short time guarding Burgoyne's army to Prospect Hill.

The quiet road was the scene of the whole drama of life of multitudes. In infancy they were carried up to the meeting house for baptism, invariably on the first Sunday after their birth, though the snow was deep and the meeting house so cold that the communion bread froze on the table; in merry childhood they travelled leisurely to school and drove the sheep and cows to pasture; anon they kept their lovers' trysts, and by and by as heads of families had their own homes; and at last, they were borne up the shady road to their final rest in the old burying yard.

¹Court Records and Files. Aug. 1682.

JEFFREY'S NECK.

William Jeffrey came over in 1623 in the company of Robert Gorges and settled in Wessagussett, now Weymouth. There is no evidence that he was ever a resident in ancient Agawam after Winthrop's arrival, but in some manner he acquired from the Indians a title to the great neck of land still called by his name. He may have been one of the squatter settlers, regarding whom the Court of Assistants ordered on Sept. 7th, 1630, "that a warrant shall p'sently be sent to Aggawam to comand those that are planted there forthwith to come away."

The name, Jeffrey's Neck, was well established at the beginning of the settlement by Winthrop's company in 1633, and although the Town occupied it and assumed all rights of ownership, Jeffrey evidently contested the claim and in the year 1666, the General Court voted him 500 acres elsewhere "to be a final issue of all claims by virtue of any grant heretofore made by any Indians, whatsoever." Eagle Hill had been a favorite residence of the Agawams for many generations. The great deposits of clam shells, the fragments of pottery, and the extraordinary number of arrow heads and stone implements which have been found there, attest the presence of large companies of the Indians. The name "Indian spring" still remains.

It may have been due to the Indians that a considerable portion was already cleared of the forest and made ready for tillage. Capt. John Smith landed in Agawam in 1614 and observed: "here are many rising hills, and in their tops and descents are many corn fields and delightfull groves." The commanding slopes of Castle Hill and Sagamore Hill on the south side of the river and Great Neck on the north naturally caught his eye. Certainly "the delightfull groves" of Jeffrey's Neck were a valuable asset for many years.

The original plan of the settlers seems to have been to assign the Neck in tillage lots, as Manning's Neck in the near vicinity and other portions of the public domain were divided. In 1635, record was made of a grant of ten acres to Christopher Osgood and a similar grant to Hugh Sherratt. Edward Cachan, John Hassall and others had also received grants. But in 1637, Robert Bartholomew "resigned" his ten acres and Philip Fowler gave up his ten acres for a lot of equal size beyond Muddy River. Presumably all "resigned" their lots, as no trace of individual ownership appears in later years.

The great value of this broad area of field and forest as a common pasture was soon recognized. Enclosed on every side by water and marshes, save one narrow space which could be easily fenced, the Neck afforded far more secure feeding ground than the great areas of unfenced common lands, with their swamps and dense forests. On Jan. 13, 1639-40, the Town

"Ordered that Mr. Payne Mr. Tuttell and John Perkins the elder shall see that a sufficient fence and gate shall bee made in the way to Jeffrey's Neck over the creek to serve for this year and the charges of it bee layd upon the owners of the cattell that go in the neck this year this to bee done by the 20th of Aprill next coming."

It was ordered as well that only mares and colts, and steers above two years old should be put there. Again, on March 11, 1647-8, the Seven men, as the Selectmen were then called, ordered that

"no cattle shall be put to Jeffrey's Neck before the time the Towne herd of cows be putt before the herdsman and that whatever cattle shall be found there before such time shall forfeit 12d. a head for every beast and this order is intended for all other common necks of land."

It had been agreed with George Farough that he should be cow herd for the south side of the river from the 20th of April to the 10th of November. It would savor of cruelty in these days if young cattle should be driven to an unprotected pasture before the 20th of April. But the farmers and owners of cattle in these early days felt no such scruple, and the records of the Town, and the subsequent records of the Proprietors of the Great Neck pasture, abound in rules against the custom of driving cattle to the Neck before the proper dates of entry, to gain a crafty advantage over more honorable and more humane neighbors.

In 1647, provision was made as well for a gate upon the causeway leading to the Neck, and in October, it was ordered that any one who left open "any of the two gates leading to Jeffrey's Neck" should forfeit 5s.;

"and further if any shall leave any cattle within the said two Gates in either driving them to the Neck or bringing from it shall forfeit 5s for every offence and what cattle shall be found on the Neck from the first of November till the cow herd go out are trespassers upon the forfeits above mentioned of 12s. per head."

The habit of leaving cattle on the Neck beyond the prescribed date as well as driving them too early required constant notice in the annual rules of the early Town meetings, and in the annual regulations of the Proprietors.

The Seven men proceeded on Feb. 2, 1651-2, to appoint a resident cow herd. Robert Roberts was probably occupying a house on Little

Neck and they agreed to allow him to mow two loads of hay upon any part of Great Neck,

"which he shall solely enjoy during the pleasure of the town and for w^{ch} he shall be ready to serve the town in taking care that no trespass shall be done upon the sd neck by any other cutting grass or by hogs rooting, as he shall receive directions from the Town from time to time."

By vote of 16, 12, 1651-2 all hogs were forbidden entrance.

Mr. Roberts's monopoly proved to be of short duration. In August, 1652, the Selectmen granted "liberty to Sergeant Clarke to plant 2 acres of tobacco at the Great Necke for three yeares and then to sow it with English grass and lay it open again." Though the using of tobacco publicly was forbidden by the law, the social pipe was dear to many, and the reverend pastor, Nathaniel Rogers, loved it as well as any of his flock.

The reason of this reversion temporarily to the system of private lots is suggested by the vote of November, 1653.

"It is ordered that Mr. Hodges with one other of the surveyors calling John Perkins Sen. with y^m shall call out forty of the Inhabitants of this Towne to goe to Jefery's Neck with howes to how up the weeds y^t spoyle the neck and sow some grass seeds (one day next week)."

In later years the thistles were a great pest, and very likely they invaded the pasture land so vigorously at this time, that the most stringent measures were necessary to cope with them. In February, 1654-5, the Town voted "that part of Jefery's Neck and some other places of the common land" should be broken up and seeded with English grass. But this method of improving the pasturage evidently did not commend itself, and in February, 1658-9, the Town voted to let Sergeant Clark, whose earlier lease had expired, six acres for seven years at an annual rental of fifteen bushels of hayseed, and also authorized the Selectmen to let out other parcels.

Accordingly on March 21, 1660, as several had desired to plant on the north side of the Neck, they granted two acres apiece to twelve different individuals for tillage purposes, with the proviso that four bushels of hay seed per acre should be sown with the last crop. A conditional grant was made to eight others, if the land available should prove sufficient. In November of the same year, a Committee was appointed to "view the land that is to be planted on the Neck and measure it and see what can be spared."

In December, fifteen individuals formally agreed to take lots on the condition imposed by the Town and subscribed their names.

his
Robert X Whitman
mark
John Lighton

Francis Jordan

Thomas Fowler

John Morse	Obadiah Wood
his	
Thomas X Treadwell	Samuel Taylor
mark	his
Thomas Harris	John X Pindar
	mark
Theophilus Wilson	Reinld Foster
his	
Thomas X Willson	Nathanicl Piper
mark	
	Francis Wainwright

The Town further ordered on April 5, 1661,

"that first lotts lay^d out at Jefery's Neck (this year) shall have there highway at the head of these lotts as they were lay^d out."

Being informed that several men had taken in more ground within their fences than was laid out to them the Selectman ordered on June 17, 1661,

"that such as have taken in any such p'sell of ground—shall pay a fine of twenty shillings a man unless they shall sow the sd. ground after the rate of 6 bushels p acre with good English hay seeds at or before the 29th of September next and remove the fences."

Robert Dutch received liberty in Dec. 1661, to fence and plant two acres for five years "provided he doe ingage to clear it," sow the prescribed four bushels, and keep up the fence a year beyond his lease to let the grass, "gett head."

But the experiment proved unsuccessful. The Town voted in February, 1662-3, that the Selectmen should not let out any more of the commons. Evidently those who engaged to take the land made light of their pledges. The sowing of grass seed was evaded by many. Sergeant Clark needed a public admonition to pay his rent, and even Dea. Goodhue was reproved in 1669, for his neglecting to sow with hayseed.

In 1655, sheep were allowed to go on Jeffery's with the working cattle and saddle horses, and sheep owners were allowed the privilege of fencing in about half an acre as a sheep fold in 1656. On Dec. 24, 1658, Mr. John Payne was allowed to provide a fold and a "house for folding" the sheep upon the Neck, with liberty to fold them on his farm, ¹one-half the time. In 1660, there were about 400 sheep on the Neck, 200 on the north side of the town, and as many on the south side, and the Selectmen agreed with Thomas Manning and Robert Whitman to keep the sheep in three flocks, from the 9th of May to the middle of November. But Robert Roberts continued at his task and on April 5, 1661, the Selectmen agreed with him to keep the flock on the Neck from April 8th to the end of October,

"to have one following them constantly that is sufficient to approve himself allwayes to the discharge of his trust faithfully and to have for his wages thirteen pounds to be payd halfe in merchantable Indian corn and half in English at the current price."

¹Now owned by Major Guy Murchie.

The lonely shepherd, following his flock from the time the sun was half an hour high until it set, must have kept tedious vigil. Now and then a wolf sprang out of the wood and drove them in panic before him or attacked them under cover of the night. Frequent mention of the danger from wolves is made in the records of the Town. Bounties were paid to the bold hunters, who brought in a wolf's scalp, a pound sterling to Luke Perkins in 1677 for two, the same to Isaac Fellows in 1686 for the same service, and in 1712-13, the Town voted 30 shillings more than the Province allowed for the killing of a full grown wolf. Frequent complaints were made that the sheep fold was not sufficient for safety.

By the Town's order, rams and wethers were separated from the flocks and sent to the Neck as the most isolated pasture, and the ewes were placed in the Town flocks. Henceforth, every year, the shepherd was appointed. Roberts served many years and after his death the Town, in very gallant fashion, appointed Jacob Perkins to keep the flock "on behalf of the widdow Roberts," and he was ordered to perform the difficult task of separating the rams and wethers and bringing them away from the Neck, and carrying all the ewes thither. Thomas Perrin succeeded to the lonely house on Little Neck and the shepherd's daily task, and Robert Starkweather, in 1673, under a seven year contract. Finally the appointment was left to the Selectmen.

One of these shepherds, Capt. John Ayers, who had been driven from his home at Quabaug by the Indians, losing most of his property, and had sought refuge in his old home town, had a grievous experience in June of 1686. The old man "had gone to bed in his shepherd's hut." Then, as he made deposition,¹

"Robert Cross, who lives upon ye Little Neck came to my house & beat upon it as if he would have beat it to pieces & then brake open my door which was tyed fast & getting out of my bed he fell upon me violently & beat & ill used me & cutt or broke my face & brused my head with something y^t he had in his hand & also brused my thigh & back & right side & oft sed he would be my death & y^t he would kill me & y^t I should never goe from the side of my house."

The old shepherd broke away from his drunken assailant, and all bruised and bloody, hatless and clothes torn, made his way to Town to arouse the constables and make complaint against his assailant.

The care of the forest that covered a considerable portion of Great Neck was a constant problem. As early as the 4th of March, 1650-1, the Town ordered that no man should fell any timber on "Jeffries Neck, Castle Neck, Hog Island, or in the thick woods near Mr. Saltonstall's and Mr. Rogers's farm", without leave from the Seven men. In December, 1651, the surveyors were ordered to "appoint a considerable company of men to fell the small wood upon the Eastern syde of Jeffrye's Neck to

¹Court Files 46:48.

prepare it for sowing of hay seed," before the first of March. Nathaniel Treadwell received permission on Nov. 27, 1668, to fell six trees on the Neck for posts, and in the following February to fell for a house, and 100 rails and posts for them. The Constable was ordered in 1669 to distrain Jonathan Clarke for felling five trees for firewood, for which he was fined ten shillings each.

On Feb. 29, 1671-2, the Town ordered that no wood or timber should be felled at the Neck nor on any of the sheep walks near the Town, nor in any place that is above three miles and a half from the meeting house.

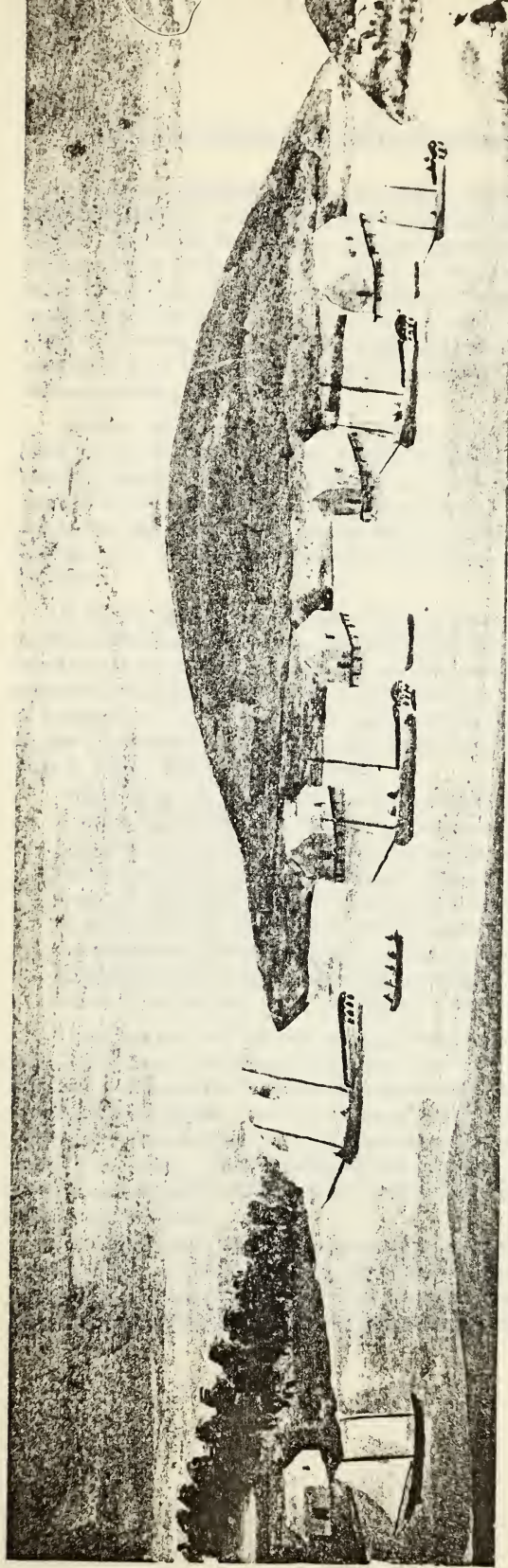
"But it shall be lawful for every Commoner to supply himselfe with wood and timber for his own necessary vocations out of any other parts of the common, p^v'ded he make no spoyle or wast, either by taking over large quantities or misimproving it as by making firewood of that w^{ch} is or might be used for timber, w^{ch} if any shall, he shall forfeit five shillings for every tree so spoyled, provided also that no man shall fell any young oakes for rayles or spars or studs for building under a foote owver under the penalty of ten shillings a tree. And all trees felled before this order, above three myles and a halfe from the meeting house, shall be cutt bodys and tops as in the order made March 15, 1669, as provided and under the penalty therein exprest."

"And to prevent further spoyl and loss of wood or timber that is allredy fallen shall be lawful for any commoner to make use of the firewood after the end of March next and timber after six months."

"And for such as shall be hereafter fallen and let lye on the place it shall be lawfull for any commoner to make use of after it hath lyeen one month, except firewood, w^{ch} shall be cut out and piled up or layd on heaps allwayes p^v'ded it shall be lawfull for any commoner to take the top of any tree that he finds fallen at any time, unless he that felled it be first at work upon it."

"Provided if any man have necessary use of pine wood, it shall be lawfull for the Selectmen to grant to ptticular men small quantities for their own use."

Thus with zealous care the Town was anticipating the modern move for the conservation of the forests in the most minute and exacting fashion. These forestry laws were well enforced. Thomas Newman Sen. felled two trees at the Neck in Feb., 1673-4 and the constable was ordered to distrain twenty shillings. John Leighton dwelt near by and he had no scruple against earning a lawful penny when he caught his neighbors in the act of transgression. On his information, Thomas Treadwell was apprehended for felling two dead trees, and he was ordered to pay five shillings to Leighton or appear before the Selectmen. Dea. Pengrey or his sons, then in charge of the flock, cut down some trees on the sly, but Leighton was too cunning for them, and they paid ten shillings to him for



This half tone was made from a drawing, made by Miss Harriet D. Condon from an old and rude painting on a fire-place panel, which was saved by Mr. George W. Caldwell from the dwelling which he tore down and given by him to the Historical Society. Its lack of perspective and proportion is obvious to any one familiar with the location. It has great value, however, as a contemporary picture of the fishing station, which flourished for a century in the sheltered cove on the border of Great Neck. An English flag, still faintly discernible at the mast-head, indicates that it was painted before the Revolutionary War.

his complaint. Richard Smith paid twenty shillings for two trees cut illegally in 1676-7, and Thomas and Nathaniel Treadwell were both involved. The order was passed that no person should carry any wood off from Jeffrey's Neck by water or land under penalty of ten shillings a load. Dead trees are alluded to in 1700, and the Selectmen were ordered to dispose of them for the Town's benefit, and again in 1707, provision was made for guarding the trees in the sheep walks and at Jeffrey's Neck, and even lopping of branches or barking a tree was reckoned as gross an offence as cutting a tree down.

Andrew Burley petitioned for liberty to make a kiln of bricks on the Neck in March, 1687, "because it will be near to my land by Jeffrie's causeway where I propose to build a house for to dwell there, I engaging to make no pit holes for to do any damage thereby." He bound himself not to cut any wood but to procure what he needed from the drift stuff or elsewhere. He received permission, his location to be approved by the Selectmen.

In March, 1669-70, it was voted that fishermen and seamen, "so long as they follow their employment in this Town" should be allowed to cut wood on the commons for "necessary building and firing and feeding for one cow in the common for every boat's crew, but not to claim the right of commoners." A fishing station may have been established on the Neck at this time under this grant, but there is no definite mention of it until June 4, 1696. The Town then voted:

"That Mr. John Appleton Meret. Mr. Andrew Dyamond Mr. Francis Wainwright be appointed and impowered a Committee to lay out the severall lots that shall be desired by persons to carry on the Fishing design att Jeffries Neck for flake room & erecting of stage or stages the said Lotts to run up and down y^e Hill fronting to y^e River on y^e South side & those that have already built flakerooms to order their orderly setting the same up and down said Hill & that no flakeroom shall lye along y^e River to debarr others from carrying on y^e said design of fishing."

These lots are still marked roughly by the lines of stones on the hill side. In due time, wharves or landing stages with fish houses standing on piles were built, and the flakes for drying the salted fish were set up on the neighboring hill slope. An ancient panel in the House of the Historical Society preserves in a rude way the appearance of this fishing station, prior to the Revolution. Four fish-houses are seen and several schooners lie at anchor, presumably waiting their cargoes for shipment to the Spanish Main and elsewhere.

The beginning of the eighteenth century brought great changes in the holding of the common lands. In 1702, the first move toward individual ownership was made and the outlying commons were divided into large sheep pastures. "The Great Neck by some cal^d Jefferie's Neck, now named

ye Ram Pasture being part of ye sheep walks on ye northerly side of the River" headed the list. It was called the Ram pasture as all the rams were gathered there in midsummer, and pastured by themselves, the ewes being placed in the other flocks.

The Selectmen were authorized by vote of the Town Meeting, March 3d, 1706-7.

"to settle a person in a house upon ye Neck called Jeffrie's Neck to look after s^d Neck & to allow him four or five acres of upland & soe much marsh to enable him to look after ye gate & fence to keep such creatures on y^t come as shall be allowed to goe on sd Neck this year & as may be allowed from year to year."

At a "general meeting of the inhabitants of Ipswich" on March 9, 1707-8, it was voted:

"That all y^t are Householders in their own right shall be Commoners."

"That a Committee of five persons be chosen to examine ye Rights & bring in a List of such are now Householders in their own Rights."

"That Lt. Col. Samuel Appleton Esq., Capt. Wm. Goodhue, Dr. Philemon Dean, Mr. John Knowlton and Mr. Joseph Whipple Jun. be y^t Committee to attend ye Vote as above."

Acting in accordance with this vote, the Committee proceeded to prepare a "list of ye Commoners made at ye General Town Meeting, ye 9th of March, 1707-8, both of Commoners and Freeholders" which was entered in full in the Town Record by order of the Town at a meeting held on Aug. 5, 1708.

Evidently there was much bad blood at this time between the Town in its corporate capacity and the body of Commoners. For many years, each had resented the assumption of authority by the other. The Commoners made regulations for the wood land, as well as the Town, and the rules and regulations for sheep and shepherds were made by both bodies in some years. The Town had voted on March 9, 1698-9, that the wood lands in Chebacco etc. should be apportioned to every Commoner and had appointed a Committee, Major Francis Wainwright and others to make the division. The Committee had taken no action and on March 3, 1706-7, the Town repeated its vote, and instructed the Committee to proceed to make division.

The Commoners felt aggrieved at this action and at their meeting on Feb. 14, 1707-8, after this Committee had made its report, they expressed themselves to the effect that the Town had "assumed to themselves a liberty to vote the dividing of the wood land, etc.," "nevertheless we though" "accounting that said Town of Ipswich had nothing to do or to be concern about ordering the Division of said Land to us," yet "seeing that division has been made and future trespassing has been guarded against, conclude that the vote be approbated, allowed and excepted."

So when the Town had enlarged the body of Commoners and recorded them on Aug. 5th, Col. John Appleton Esq., the acknowledged leader of the Commoners and the regular moderator of their meetings, Col. Francis Wainwright Esq. and others, "entered y^r protest against y^e Legality of y^e Meeting and all y^e proceedings thereof."

At a general Town Meeting on June 6, 1708-9, it was voted that Col. Samuel Appleton, Capt. Wm. Goodhue and Doctor Philemon Dane be a Committee to treat with the "antient Commoners at y^e next meeting in order to try whether any agree^t can be made about the Comon lands."

A Committee was chosen by the old body of Commoners on Jan. 11th, and the joint Committee of Town and Commoners presented a series of "proposals" at a Town meeting held on Jan. 11th, 1708-9.

1. "That there be the following Inhabitants and Freeholders hereafter mentioned in this List annexed to have such an interest in y^r Common lands as shall be complied wth by the Commoners."

2. "That all y^e Common lands shall be divided into eight parts (except what is hereafter excepted) as near as may be to accommodate y^e old & new Commoners according to Quantity and Quality to bee managed by y^m according to their interest to lye & remaine to sd proprietors it belongeth to untill y^e major part of y^e interested in each part or dividend agree to divide."

3. "That ye Woodlands at Chebacco Ponds etc. under former division y^e Thatch banks & y^e Lands above Mr. Baker's Pond & Samuel Perley's & Jeffries Neck & Paynes Hill being accounted our Woodlands or Equivalent y^r unto for present benefit be divided into lots according to y^e rule agreed on fr division of y^e rest of y^e Commons y^t is to say 2-5^{ths} to the ancient Commoner^s & 3-5^{ths} to the ancient Commoner^s and those annexed to them in said list before mentioned by a Committee y^t shall be Chosen by y^e Commoners."

4. "That the rest of the Common Lands in Ipswich shall be divided into Eight parts as before mentioned & shall be divided as followeth.

That is to say 2-5^{ths} to y^e ancient Commoner^s as listed, y^e other 3-5^{ths} into y^e antient Commoner^s & new Commoners alike for quantity and quality as near as may be for y^e accommodating such as live nearest to such division."

5. "That if any person Dye y^t is a new Commoner his heirs y^t enjoy y^e freehold he now lives in, shall Improve said Dividend land & If he remove out of Town & y^e interest be sett to saile y^e proprietors in said Dividend shall enjoy y^e same .aying y^e Value it may be sold for. Nor shall any of antient commoners sell y^e interest in said Dividend land to out of Town p^{rs}ons nor to any in y^e Town until some one of said proprietrs In such Dividend have had y^e refusall y^r of upon paying as before nor any house be built on any part without Leave of y^e major part interested in said Division."

6. "That in each Division there be some overplus added to ye value of 5 or 6 Common rights y^t so if any Antient Commoners may be forgotten or hath not yet made out y^e Title there may in Each Division be a supply for such or for such poor Inhabitants as will need to be relieved by each Dividend."

7. "That there may be a Committee appointed to Consider of such as may be added either to old Comone^s or new in Each Division & p^{ersons} to be relieved."

8. "That every Common^r y^t hath one Common^r right of two or more and haveing built a new house or more in y^e room of y^e old shall not claime or have any but one right to y^e old and new by such edifice."

9. "That all ye Cost expended formerly upon ye Division of said Land & hr after shall be Expended in ye Divisions according to said proposalls shall be borne equally by all antient Commoners & new Comone^s according to their Interest now granted & settled."

To this series of proposals, there was appended a list of names of those who were entitled to have an interest in the common lands.

The whole body of Commoners met on Jan. 25, 1708-9, and ratified these proposals, and continued their Committee. The inhabitants of the Town met by themselves on the same day and concurred in this vote.

Then the ancient Commoners and the Commoners now admitted met in joint assembly, and voted that no person should fell any green tree or other standing wood upon "any of y^e common^s of Ipswich butt at y^e penalty formerly sett 20^s per tree above a foot over & 10^s p tree under a foot untill a Division of said Commons be made according to agreement."

Under this agreement, the list of old and new Commoners and old and new Jeffries Neck Commoners was decided on, and thousands of acres of common land in all parts of the Town were withdrawn from the public domain. These lands were divided into eight parts.

1. "Convenient for Chebacco, about Chebacco Pond." about 873 acres.

2. "Convenient for the inhabitants of the Hamblett" about 470 acres.

3. "From Chebacco Pond running north westerly, taking all the Common lands between the two lines to Cow Keepers' Rock and all that piece of Common up to the highway by Tanner Norton's and by the fence to the Gate by Appleton's Mill" about 1181 acres.

(This was known as the South Eight and included much of the land in Candlewood, reaching to the Bay Road. See Candlewood, No. XVI., XVII.)

4. "Thick Woods and Pigeon Hill" near the Appleton Farm.

5. "Beginning at Kimball's corner... Warner's or Day's gate..." about 946 acres. (Pine Swamp.)

6. "From Goodhue's corner to Day's corner, by the River, etc.," about 578 acres. (5 and 6 including Bush Hill & Turner's hill.)

7. "Turkey Hill and land about Egypt river," 954 acres.

8. "Toward Rowley line," 850 acres.

The Committee proceeded to assign the Commoners to their proper Eighths and each man's right was decided as accurately as possible. The proprietors of these Eighths held them as distinct corporate bodies, and in due time, sold their lands to individuals. In the same manner the wood lands at Chebacco, the lands about Baker's pond and Paine's hill¹ passed into private hands.

At a meeting of the Proprietors of the common lands on the 24th of March, 1709-10, it was voted:

"That Col. Samuel Appleton, Capt. Wm. Goodhue, and Mr. Jonathan Wade be a Committee to divide Jeffries Neck, & Thatch banks & Common marsh."

"and every ancient Commoner and new Commoner shall have respective lotts in y^e Necke & also in y^e banks & marsh according to voat of 25-11-1708-9."

The great work of division into lots was completed in the spring of 1710, and on April 14th at a meeting of the Commoners and Proprietors "assembled to draw y^e several lotts upon Jeffries Neck as layd out by a Committee appointed and impowered for y^t service," assignment was made by lot, probably, as the phrase "the lot that fell to me" is frequently found in deeds of conveyance of these lots.

The old upland "rights" are described as containing about 136 rods and the new upland rights, about 60 rods. The Commoners' Record shows that 264 persons actually drew old rights, the highest number drawn being No. 268, and that 210 persons drew new rights. The "proposals" made provision that a number of rights should be left undrawn to provide for various exigencies, and frequent allusion is made in the records to these "supernumerary" lots as they were called.

The list of the old Commoners with the number of the lot drawn by each and the list of new Commoners with their lots were entered in full in the Commoners' Record. No plan or description of the lots on the Neck has been preserved, though the description of the marsh lots and the division lots of wood land, etc., were entered on the Commoners' Record. We may presume that the value of the Neck as a pasture was greater than its value as tillage or wood land. It was too remote to be readily available for cultivation and probably the forest had no such value as the great woodlands in Chebacco. Hence, this great tract of three hundred and fifty acres was saved from division. When lots were sold, generally only the number of the lot was given. Sometimes allusion is made to the original

¹Between the present town lines on the Topsfield road and the residence of John S. Lawrence.

owner, who drew the lot on April 14th, 1710, and sometimes the lot is described as a half acre lot of upland, etc., but no particular bounds are given.¹

The patient investigations of Mr. John W. Nourse have brought to light many deeds, which afford interesting and valuable details regarding these lots. The numbering of lots began apparently on the western side of the "North Ridge" as it is named in the Anderson map of 1832, or the "Great Hill" or "Manning's Hill" as the ancient deeds recite. The lots that bear the highest numbers were located on the slope of the hill, where the fishing stages were located.

Joseph Whipple conveyed to James Whipple, "in consideration of new lot, No. 206, it being adjoining to y^e Stages my new lot, No. 27, laid out by y^e Committee on y^e Great Hill near y^e Indian Spring." Feb. 16:1715-16 (58:66).

Thomas Emerson and Philip Emerson conveyed to John Emerson an old lot, an acre more or less, No. 28, "lying on Manning's Hill," and a new lot No. 200, lying on y^e Hill next y^e Stages, half an acre more or less." May 22, 1713 (37:153).

John Hovey sold Andrew Burley the new upland lot, No. 44, about 60 rods, lying on Manning's Hill, January 12, 1715 (39:80).

Abraham Howe deeded to Nathaniel Treadwell an old upland lot, No. 134, 136 rods, lying on the middle hill, lying South from the Great Spring, entered to James Howe's right. May 20, 1715 (59:201).

Matthew Whipple *et al* sold to John Adams, old lot, No. 188, "next y^e Fishing Stages, about an acre, more or less." Feb. 15, 1717 (35:233).

Matthew Hooker's deed to Symonds Eppes of new lot No. 80, locates it "upon the entering of Buckley's Point upon Jeffries Neck." March 4, 1711-12 (26:49).

But the crowning interest attaches to old lot No. 253, drawn by John Adams Sen. in the original division. Daniel Choate sold to Nathaniel Knowlton "half an old upland lot laid out to John Adams Sen., and drawn by my father-in-law, John Adams," also "half of y^e dwelling house on said lot, being y^e west end or half of sd house, also half y^e well, also upland lot, No. 212." Nov. 5, 1728 (58:8).

Nath. Knowlton conveyed to Nath. Emerson "the south west half of a messuage, mansion or dwelling house and about half an acre of land adjoining and on which the said mansion is standing being one half of an old Neck lot, the said house and land being in present tenure & possession of sd Nathaniel Emerson, bounded by the stake fish fence & other neck lots Southwest and northwest and northeast on the other half of said Neck lot and dwelling house, south east by the River." Jan. 15, 1730 (55:177)

¹ See Reg. of Deeds: 60:137, 57:21, 96:254, 99:200, or simply as "rights" in upland or elsewhere as 106:246, Feb. 1, 1759.

Nathaniel Emerson acquired the other half and sold to Stephen Emerson, with a house, barn and 20 acres on Plum Island, "one other house and barn on Jeffrey's Neck, so called, in Ipswich, with one old Neck right on which said house stands, No. 253, bounded by lot, No. 207 including a highway:"

"also one new upland lott, No. 206, the said new lot adjoining to y^e said old lott on y^e westerly side & partly on a lott of Capt. Ring's, No. 252, extending northeasterly to the way afore mentioned,"
"with my whole interest in the supernumerary lotts and highway belonging to Jeffreys Neck aforesaid, with all my rights in any of the Narragansett townships, whether drawn or undrawn." April 11, 1738 (75:243).

This is the only dwelling erected on these Neck lots, of which record remains. The lot adjoined the fishery, and Mr. Nourse surmises that it may have afforded lodging for the men employed in the flake yards. It cannot be identified with the shepherd's house. A large depression remains in the hill side, probably the cellar, east of the lines of stone that parted the flake yards.

The last deed is of especial interest from its mention of the highway, which adjoined the lots, and also of his interest in the supernumerary lots, which he seems to include with the highway as the common possession of the lot owners. In the same fashion, Nathaniel Warner, conveying to Thomas Dennis half an old lot, No. 207, which was drawn by Daniel & John Warner, April 14, 1710, appends, "together with one half of all rights, ways, waters, etc." July 21, 1729 (53:258).

Much litigation followed this division of the Neck and other lands. Thomas Lufkin brought suit against "the Commoners and proprietors of y^e Common Land of the Town of Ipswich," in the Inferior Court of Common Pleas at Salem, Dec. 28, 1714, on the ground that he was a householder in 1708, that he had received no proper right in the distribution, and that the Commoners "still neglect and refuse, although often thereunto requested." He claimed £50 damage.

The jury found for the defendant. The plaintiff appealed. Some memoranda were jotted down by Judge Paul Dudley on the writ.

"2. Commoners and proprietors are summoned and yet the title the pl. sets up is by a grant at a Town meeting, now there is a known difference between the proprietors and inhabitants of a Towne."

The appeal was entered on the docket of the Superior Court, but the case seems to have been dropped.

Daniel Gage of Bradford brought suit against the Proprietors of common lands, as administrator of John Gage, late of Bradford, formerly of Ipswich, to secure a right in the Neck and other divisions, in the same Court at Ipswich, March 1717-8. The jury found for the plaintiff. It was carried to the Superior Court on appeal, where the decision was sustained. The Commoners voted on Jan 31, 1720, to settle with the heirs.

Claims were multiplying and the Commoners voted, on Feb. 14, 1720-1: "That every eighth of common land both of the North & South divisions, which has been proportioned to the commoners of late, shall bear their proportionable parts out of the supernumerary lotts in the Eighth in the wood lands, Jeffries Neck, Thatch grounds or elsewhere to all that shall recover any claim in said common lands."

Christopher Osgood, heir of Christopher Osgood, brought suit in September, 1721, and recovered. It was carried to the Superior Court, which sustained the decision (May, 1722).

The Commoners voted on June 11, 1722, to "enter the right of the deceased in Bush Hill Eighth and Turner Hill Eighth, to have one of the supernumerary divisions therein laid out and to allow a draft to sd Osgood's right in the Neck, thatch or wood divisions." Mr. Osgood drew No. 34, old upland lot on Jeffrey's Neck, and lots in the thatch and Chebacco Woods divisions.

Major Matthew Whipple's suit at Newbury Court, Sept. 25, 1722, failed, "for uncertainty of writ." He appealed and the Superior Court decided that the "writ was good and well-brought," and reversed the decision of the lower Court. He brought suit again in the Salem Court, Dec. 25, 1722, and the Jury found for plaintiff, "the land sued for or £138 and costs of Court." The defendant appealed and the Superior Court reversed the judgment of the lower Court.

Joseph Lampson of Charlestown, son of William Lampson, who died Feb. 1, 1658, recovered judgment at the Ipswich Court of General Sessions, March 27, 1722, and the Superior Court sustained the decision on appeal. The Commoners, on June 11, instructed their clerk to enter his right and allow a draft in the Neck, Thatch and Wood divisions. They had previously granted an upland lot to John Wainwright, clerk of the Commoners, for his services.

William Hardy of Boxford lost his suit in the upper Court. Joseph Whipple recovered £140 or several divisional lots in March, 1723. The Commoners appealed, and one of their reasons for appeal reveals the bitterness that had sprung up in these repeated contentions:

"y^e cottage or dwelling house by virtue of which y^e appellee claims was but a little neglected timber without any ground thereto per taining or so much as ever inhabited and was purchased for a trifle by y^e appellee in order to raise strife, controversy and a law suit."

The Superior Court reversed the judgment. Every suit was taken to the highest Court, known as the Superior Court, by appeal. Though they seem identical, and though the lower Court found invariably for the plaintiff, the higher Court sometimes sustained, sometimes reversed the decision. The case of John and William Brown, sons of John, decided in their favor, in July, 1723, failed in the higher Court, but William Brown's suit, Dec.

27, 1723, recovered judgment in the Superior Court of May, 1724. Samuel Tilton gained his suit against the Proprietors in the Ipswich Court, March, 1723. The defendants appealed, claiming "that sometime before the date of act the lands of Ipswich were by vote at a legal meeting fully disposed of & appropriated so that at the time mentioned the Commoners and Proprietors had no common lands to dispose of and so could give the appellee no right having in themselves nothing to dispose of." Notwithstanding this plausible defence, the Superior Court confirmed the judgment.

A committee was appointed by the Commoners on March 8, 1724, to hear and examine claims, which had not yet been presented. Appeal for recognition was made on various grounds. Samuel Fellows asked for a grant in 1726, because he had faithfully served his country in his younger years, and was now advanced in years with a numerous family; and Daniel Smith petitioned for a common right in 1728 "to enable him to bring up one of his children¹ to Learning, who is a descendant by his late wife of Elder Paine, late of Ipswich, in consideration of the great and valuable donations of the said Elder Paine to Ipswich Grammar School in his life time." These petitions both failed.

Alexander Lovell received No. 212, old upland lot, as heir of Theophilus Wilson, in 1726. William Searle acquired No. 79, by vote of the Commoners, March 14, 1727.

The Commoners laid out to Daniel Smith on May 23d, 1728, as an equivalent of lot No. 73, a piece of thatch and flats near the stages about one and a half acres, between the channel of Ipswich River and the channel running out of Neck Creek. They assigned to Andrew Burley at the same time for his equivalent, "two acres in said broken marsh, including the ponds therein, beginning at the head of the marsh lots formerly laid out and from thence extending up the Cove of marsh toward the Spring, leaving a rod wide of marsh by the upland on each side, until it shall make up the two acres." It may be presumed that this reservation of a rod wide was the common way by which the marsh owners gained access to their lots.

The pressure of claimants for ungranted common rights became so insistent and so burdensome, that a meeting of the Commoners was called on Feb. 3d, 1728,

"to pass some proper vote or application to be presented to the Great and General Court desiring they would take the difficult circumstances of the Commoners under their wise and equitable consideration and by some act or resolve, determine the possession of proprietors of lands in common and undivided, which we humbly apprehend as necessary as the quitting and settling the possession of particular men or persons."

A year later, March 24, 1729, they appointed a Committee, Hon. Col. Theophilus Burrell, Jonathan Remington Esq., Col. Wm. Dudley, Col.

¹Aaron Smith, p. 21.

Francis Fullam and Capt. Joseph Hale, to hear and receive claims to any old common right, and to report to them "which shall be final and conclusive, obliging and absolutely binding on the parties respectively." Every claimant was bound to abide by their decision.

The intense interest of the community in these suits against the Commoners is manifest in the case of Sarah Knowlton, appealed from the Court of Common Pleas at Ipswich on March, 1732. Col. Burrell and Col. Kent sat as special judges in room of Col. Appleton and Col. Wainwright, whose local prejudices may have rendered them incapable of unbiassed judgment, and Robert Auchmuty, the most brilliant advocate of the day, was attorney for the plaintiff. Richard Dana frequently appeared. In every suit, the ablest counsel available was employed.

Turning now from this tale of contention for titles to the administration of the Proprietors of Jeffrey's Neck, their ancient records afford interesting and valuable information regarding this great and beautiful tract of highland, marsh and shore. They began on April 9, 1713, when Col. John Appleton was elected moderator and John Staniford, clerk. It was voted that no geese nor swine should go on the Neck, that all creatures then on the Neck should be taken away by the 13th inst. and that it should be opened for pasturage on the 10th of May. On May 6th, the various holdings were appraised:

an old upland lot at 4s 6^d.

a new upland lot at 2s

an old marsh lot at 2s

a new marsh lot at 10^d

The right that any individual had in the great pasture was thus determined according to the number of the various lots he held. A tariff for pasturage was also decided.

a horse	14s	mare & colt	16s
an ox	12s	heifer or steer, 3 yrs.	8s
a cow	10s	2 yr. old	6s
a 3 yr. old colt	12s	yearling	4s
a 2 yr. old colt	9s	calf	
a yr. old colt	7s	ram	12s
		weathers	1s 6 ^d

Every Proprietor was ordered to bring to the clerk a list of his lots how derived, and the number and kind of the creatures driven to the Neck, and it was ordered that no Proprietor "turne on creatures exceeding 12^d above the price of his lots." No dogs were allowed and orders were given to kill any that were found there.

The Committee appointed to regulate the bounds of the fishery met at the fishing stage on April 18, 1715,

"and viewed y^e ground whear they had built their flakes & sett out six rod by y^e banke syde & so run up y^e hill with their flake

to Stakes & stones layd for two boates room y^e persons that had
built weare viz:

Richard Goss,	2 boats room	rods 6	
Phillips & Spiller,	2 boats room	do 6	
Mr. Wade,	2 boats room	do 6	
Thos. Newmarch	{		
Silvanus & Tobiah Lakeman,		3 boats	do 9
Merrifield alias Holland,		2 boats	do 6
Richard Lakeman,		2 boats	do 6
<hr/>			
	13 boats	39 rods	

To bee Improved by y^e sd persons during y^e pleasure of y^e proprietors
of y^e Neck."

The report of this Committee shows that the land occupied by the fish flakes or stages was not granted to the fishermen in the division of 1710, and that their tenure was only "during the pleasure of the proprietors." In later years there were frequent disagreements, as will be noted, regarding the ground rent for the fishing privilege. The proprietors of these fishing stages conveyed their holdings to others, however, as though the title to the ground resided in them. Thus James Brown conveyed to William Harris his

"fishing stage, with privilege of stake room, now or late in tenure of Jos. Holland & is next to stage of Wm. Willcomb on the South side of y^e neck adjoining to y^e River of Ipswich." Jan. 6, 1721-2 (38:271)

Francis Crompton conveyed to Richard Rogers "a certain stake-room and a stage standing on the same boundry south on Ipswich River, about half an acre." Nov. 5, 1731 (60:92)

The fence between Jeffrey's Neck and Manning's Neck, about 120 rods, was ordered, and another between Jeffrey's and Cross's Neck, as Little Neck was then called. Andrew Burley, by permission of the proprietors, fenced in a small piece on the north east side of the way in 1727. The proprietors met annually, chose their officers, and determined the dates of opening and closing the Neck, took action regarding the gate and the fences, which were built in such flimsy fashion that they needed repair or rebuilding every year, prohibited over pasturage and instructed the two "pounders" as to their duties. Regulations regarding the cutting and carrying away of wood were continued for many years, but finally old wood and dead wood only are mentioned, and after 1759, no allusion is made. At that time, presumably, the forest growth had completely disappeared.

Difficulty of some sort with the fishermen is indicated by the vote of May 4, 1738, authorizing the pounders to take up the fence inclosing the space occupied by the fish flakes, and lay the land open to pasture, and instructing the pounders to do this though the fishermen attempt prosecution. "The affair with Nathaniel Cross," about Little Neck was to be

settled by allowing Cross the value of 25 old upland rights for throwing open the whole of Little Neck for pasturage.

Action was taken every year subsequently by the Proprietors, determining how many upland rights would be allowed the lessee of the Neck or the Town, as an equivalent of Little Neck, thrown open with Jeffrey's Neck for pasturage. On March 4, 1779, they voted "the Town be allowed to feed 30 old rights under the same regulation as the rest of the Neck."

In 1745, a Committee was appointed to see what those who improved the flake ground were willing to pay, and on March 13, 1746-7, Francis Cogswell, Esq., and Capt. Silvanus Lakeman offered to pay 30 shillings Old Tenor a year. Edward Eveleth Jr. petitioned for a location in 1748. Capt. Jeremiah Staniford was allowed to set up a ware house for storing fish in 1765.

The stone wall was located below the bank at high water mark in 1748 and it was completed in 1753. No fisherman was allowed to take ballast or gravel without permission. On March 29, 1756, Dea. Aaron Potter was appointed overseer of the work "braking the Dong to pieces on sd Neck." Fifteen pence of "Neck Stent" was allowed to each man who should appear with a good "banday?" or beetle, and Deacon Potter was directed to provide a gallon of rum and a pound and a half of sugar "to refresh the pople with in the above work."

Under date of March 26, 1764, it is recorded:

"Inasmuch as there is a frequent trade to Halifax from this town & often sheep are drove through the pasture of Jeffries Neck and taken off from ye same pasture, it is ordered that no person shall drive any sheep or ship them aboard any vessel without the consent of the proprietors."

By vote of Mar. 30, 1767, no person was allowed to take gravel on the easterly side of Eagle Hill, but it might be taken on the northwest side. A bridge at the creek across the causeway was provided for at the annual meeting in March, 1775, and in the following year, it was voted that every person bringing a load of hay or gravel from the Neck should be obliged to bring a load of gravel to the causeway to make it passable.

In 1777, Rev. Nathaniel Whitaker of Salem petitioned for a grant of a large section of "sunken marsh" that he might erect and carry on large salt works, "which all must see is most necessary for the Publick Safety in the Present crisis." Favorable action was taken but the scheme lapsed.

Beginning with the year, 1786, repeated mention is made of the thistles which had invaded the Neck to such a degree that the pasturage was much impaired. Men were paid 90 cents a day in 1797 for cutting them down. Early in the 19th century, the drift stuff along the shore attained a market value. The Proprietors began to sell it at auction in 1808, and in 1820, the practise was inaugurated of laying out the seaweed and drift stuff in 3 sections. No. 1 included the south side of the Neck to Indian Spring;

No. 2 from the Indian Spring to the run below Butler's Point;¹ No. 3 from the run to Little Neck. It was then sold at auction to the highest bidder.

For many years after the division of the common lands, as has been observed, the Commoners were involved in much litigation with parties suing for their right of commonage, chiefly in the Chebacco Woods division, the Thatch division and Jeffrey's Neck. But toward the middle of the eighteenth century, contention with regard to title arose between the Commoners and the Proprietors.

The first note of this new conflict was the vote of the Commoners on March 2nd, 1737, by which a Committee was appointed to make inquiry into the divisions of Jeffrey's Neck, Thatch and Woods, and "in the commoners name demand the possession of any lot or lots in any of said divisions, belonging to them and in the possession of any person or persons without leave, and to proceed by process of law to recover."

This Committee or a similar one reported on Aug. 2nd 1744, that "they found by records in Jeffries Neck division 3 old lots and 13 new lots not in the particular improvement of any body." Similar lots were found in the other divisions.

The Proprietors on their part had required every Proprietor as early as 1713 to bring a list of his lots, and the source from which they were derived, and similar action was taken in 1724. In 1732, the Committee of the Proprietors complained that people would not prove their title.

The Commoners were evidently convinced that some parties were claiming right in these divisions without warrant, and in 1755 they issued orders that such parties be ejected from the Thatch and Woods' division, but no mention was made of Jeffrey's Neck. In 1757, William Caldwell, feeling that he was entitled to another Neck right, as he was an heir of Thomas Lull, departed from the custom of bringing suit against the Commoners and made application to the Proprietors. A committee was appointed to go with Caldwell to the Clerk of the Commoners

"to see that old Thomas Lull has a proper Demand to draw another Neck Right, he having been allowed by the Commoners of Ipswich two drafts in each division of the Common land but att y^e Neck and if the matter Douth appear cleare to sd Committee then to let the proper heirs of the sd Thos. Lull Dec'd to improve one super-numerary on sd Neck."

On April 20, 1758, the Proprietors allowed the heirs of Lull to draw. A Committee of the Commoners reported on July 29, 1767:

"We find in Jeffrey's Neck, 16 new rites undrawn and 5 old ones."

At a meeting of the Proprietors on Feb. 25th, 1768,

"the Committee appointed to sarch the records find that 6 old rights are already taken up on sd Neck, which was all originally laid there: but there is a number of New Rights seem to appear to be undrawn. But the major part of them will or are like to be

¹ This is probably identical with Buckley's Point, mentioned on page 64.

taken up by———to satisfy the Graite Mistakes Relaiting to the Drafts originally in the Commoners Records.”

The next move in the game was made by the Commoners on April 16, 1770, when they appointed another Committee “to inquire into the undrawn lots on Jeffrey's Neck and that they confer with a Committee of the Proprietors of sd Neck, if they see cause and make report.” The records do not show that such conference was held.

At the same meeting, Nathaniel Farley presented a petition to the Commoners “praying for a draught of a new right on Jefferies' Neck, decded to his father and is undrawn.” Daniel Choate and his wife, heirs of Robert Lord, presented a similar petition.

Their petitions were referred to a Committee which reported that both petitioners had just right. The Commoners then granted No. 40, New Right, to Mr. Farley and instructed the clerk to issue numbers to Mr. Farley and the heirs of Mr. Samuel Lord.

The attention of the Commoners was now diverted to Castle Hill and the adjacent beaches. A Committee was appointed on Aug. 9, 1784, to look up its interest and bring a suit of ejectment if necessary. The Town united with the Commoners by its vote, on Sept. 21, 1785,

“That a Committee be chosen to examine the Records Respecting Cedar Point and the Beach mentioned in the warrant and to report at the adjournment of this meeting.” This Committee reported on Oct 5, 1785, but their report was recommitted. On the 12th of October, 1785, they reported again,

“We cannot find any grant or Vote in the Records that entitles any one person whatsoever to hold the said Cedar Point and Beach, therefore we are of the opinion that it is the Town or Commoners' property.”

The report was accepted, and the Town chose a Committee to join with the Commoners' Committee in taking legal counsel and to confer with Squire Patch thereon.

On the same date, the Commoners passed a similar vote. Allusion is made to the suit John Patch had brought against Samuel Lord, one of the Committee of the Town. On Jan. 31, 1786, the Commoners voted to bring suit of ejectment against Mr. John Patch and prosecute the same to recover the said Neck of land.

In the year, 1788, the heavy Revolutionary war debt was a matter of grave concern, and the Commoners were moved to a very patriotic act in this connection. At a meeting held on June 9th it was

“Voted by the major part of the Interest present of the Commoners of the Common and undivided lands in the Town of Ipswich that they will and they do hereby make an absolute grant of all their interest both Real and Personal lying within the Town of Ipswich unto the Inhabitants of said Town of Ipswich

and do also invest them with the same Powers, Privileges & Immunities that the said Commoners were previous to this grant invested with."

"Provided that the said Town will except of sd. interest on the following Conditions, viz: that they will pay and make good all lawful demands that may be made against said commoners and that they will sell as soon as they can without prejudice to the sale all the Lands in sd Town, (sand and clam flats excepted), and the money arising from such sale together with what is now in the Treasury and what is due to sd. Commoners after paying all just demands upon said Commoners be appropriated solely to the payment of the Town debt in such way and manner as that the Polls in said Town receive the whole advantage in equal proportions."

A Committee was appointed to make sale of these lands. On Nov. 15, 1790, this Committee made a final report to the Town, that they had sold the same "excepting as it is excepted by the aforesaid grant," (*i. e.* clam flats and sands) amounting to 264 £2s.

The list of lands sold was appended: one old right at Timber Hill, one at Turner's Hill, four old rights at Chebacco, various "nubs" and thatch banks, and an old right at Bull Brook, sold to the Line brook Parish.

The Town accepted this gift very gratefully on June 23d, 1788, and on the same day, appointed a Committee "to look up a piece of land in Squire Patches, which is Commoners' interest." Report was made on July 15th, that the piece of land in Mr. Patch's farm was bargained for and sold to Mr. Patch some time ago and the Commoners' Treasurer was instructed to give him a deed. No mention is made of any interest in Jeffrey's Neck or at Castle Hill.

The question of the Town's interest in the beach and pines at Plum Island under the title conveyed by the Commoners to the Town soon arose, and in April, 1791, the Selectmen were instructed to make an investigation. They reported at length on Sept. 26th, giving a summary of records, with their opinion that they belonged to the Town. If there had been a common opinion that a residuary interest in Jeffrey's Neck had been included in the Commoners' grant, it seems probable that some investigation would have been made. On March 12, 1816, a Committee, appointed to look up the property of the Town in the hands of individuals or otherwise, reported that "It appears that the following are a number of undrawn and unclaimed Rights in Jeffery's Neck which appear to your Committee by the Grants of the Commoners to become the property of the Town." Eleven old rights and twenty-one new rights were specified by their numbers. In 1788, Hon. John Choate, Hon. Stephen Choate and others, the Committee of the Town to receive the grant of the Commoners,

reported that the list of Commoners was entered in the Commoners' record in the year, 1702-3,

"but the alterations and shift of property since that time makes it extremely difficult if not altogether impossible, to ascertain the present proprietors, for although in a few instances the right may be traced to particular persons, yet in most cases, the Right is derived by Heirship as Intestate estate, and therefore one single share divided and sub-divided to that degree that the present owners can not be found."

They concluded that it would be impracticable to ascertain all the proprietors and determine all claims, and that it would be unnecessary to make any further investigation with regard to the title of the Commoners. It would seem that the same uncertainty would exist in the case of the proprietary rights in Jeffrey's Neck, and in even greater degree in 1816 than in 1788. Whatever may have been the basis of the report of 1816, James Burnam conveyed to Abram Tilton, Oct. 11, 1731, a fourth of an old right, No. 219, drawn by Abr. Tilton, Jr. & Wells, April 14, 1710 (74:19); Chambers Russell conveyed to Nath. Treadwell old upland lot, No. 223, May 5, 1740 (80:185); Jacob Treadwell conveyed to Nathaniel Treadwell new upland lot, No. 134, July 6, 1727 (50:2); Matthew Perkins, Jr., conveyed to Joseph Smith new upland lot, No. 175, laid out to house I live in, Oct 16, 1729 (53:215); Stephen Minot conveyed to Francis Cogswell, new lot, No. 133, March 12:1732 (65:151).

These five lots are all included in the list of "undrawn and unclaimed rights." No action seems to have been taken by the Selectmen to recover to the Town these rights and the records of the Proprietors reveal no more on their part to defend their title. Undoubtedly there was a current belief that the Town had an interest, and as many of the Town's people were engaged in clamming on the flats adjoining Eagle Hill, the legal right of entrance was an important factor in this industry.

The issue became critical in 1835. On April 20th of that year, the Proprietors voted that the owners of clam houses on Eagle Hill should pay 25 cents a year for each house as ground rent. In the following year, the clerk was requested to take legal advice respecting the removal of the clam houses.

On March 28, 1837, the Proprietors organized as a corporation, "in the manner and for the purposes mentioned in Chap. 43 of the Revised Statutes," and at the same meeting, they proceeded to notify the owners and occupants of clam houses to remove them forthwith and to discontinue trespassing on the Neck. The directors were authorized to make the necessary arrangements for removal, or to settle on a ground rental.

The volume and importance of the clam fishery at Eagle Hill at this time is revealed by the fact that public notice of this vote was sent in Sept. 1838 to the following parties:

Thomas Burnham
Asa Butler
Francis Caldwell
Jos. Caldwell
Alden Davis
Amos Dickerson
Manning Dodge
John H. Dannels
John Harris
Thomas Harris
David Jewett
Moses Jewett
Nathan Jewett

William Lakeman
William Leatherland
Joshua Lord
Win. Lord Jr.
Win. As. Lord
Wm. Lord 4th
John Perkins
Wm. Rust
Cyrus K. Sayward
Horace Searl
John Stone
Win Stone
Benj. Wells
John Wise

Some amicable settlement seems to have been made, as no allusion to the alleged trespass occurs again for many years. But in April, 1877, the old quarrel broke out afresh, and it was voted that the directors should proceed at once to summary action in regard to unauthorized buildings on the Neck. No resort to the Law was made however. Again in 1884, the demand for rent was made, and again in 1887 and in 1888, the question reached an acute stage. At the meeting of the Proprietors on April 3, 1888, the directors reported that there was a general unwillingness on the part of the owners of clam houses on Eagle Hill to pay rent, and that it could not be collected without litigation. They were instructed to proceed to remove these houses or other personal property, and one or more houses were torn down by their order.

A Town Meeting was called on June 20th, the Warrant being

"To see what action the Town will take in regard to the unlawful acts of certain parties engaged in tearing down buildings at Eagle Hill and to authorize the Selectmen to bring suit to try title to the ownership of said Eagle Hill and to see what title the Town has to the ownership of Jeffries Neck, so called, and to employ counsel to conduct said suit or suits and to raise money to pay the expenses of said suit or suits."

At this meeting, the Selectmen were instructed to take possession in the name of the Town of that piece of land near to Jeffrey's Neck, known as Eagle Hill, and hold the same as part of the property of the Town, and they were authorized to employ counsel to defend the Town in any suit that might arise.

On Aug. 3, 1888, the Proprietors brought suit against the Inhabitants of Ipswich to compel the respondent to try the title to certain lands alleged to belong to the petitioner. Hearing was held before Judge Devens of the Supreme Court, who reserved the case for the hearing of the Full Court. Hon. Charles A. Sayward appeared for the Proprietors, and Hon. William H. Moody, who has recently resigned his judgeship in the Supreme Court

of the United States, appeared for the Town. The case went to the Full Bench. "The respondent contended that the petitioner was not a person within the meaning of the Statutes, C. 176, § 1. The petitioner introduced a record of proceedings of incorporation, which took place more than fifty years ago, and are regular and perfect in form. The opinion of the Court was that the Corporation could legally bring this petition."

"The respondent questioned whether a corporation regularly organized under the statute by proprietors of common lands has such a title that it can maintain a petition of this kind. The opinion of the Court was that it could maintain it. The respondent contended that there has been a possession on the part of the Town which prevents the petitioner from showing an exclusive possession against the Town."

"The Master found that for more than fifty years the petitioners had occupied the land, had enclosed it and maintained a fence and gate, and had exercised jurisdiction and control over the whole property. The only actual occupation or use of any part of the premises under the authority of the Town was the taking of gravel from Eagle Hill by the Selectmen for the repair of the roads for three days in Aug. 1888. This use of a part of the premises, continued for so short a time, was no more than a continuing trespass, and it was not such an interference with the petitioners' possession as to put the respondent into joint possession with the petitioner at the time the petition was brought."

"The evidence offered to show that the selectmen and surveyors of highways had for thirty years taken gravel from Eagle Hill under a claim of right in the Town was rightly excluded. The selectmen and surveyors were public officers, who acted independently and who could not in a matter of this kind affect the Town by their action. As they could create no liability against the Town by entering on land of another, the Town could not without a corporate vote, acquire rights in the land by virtue of such action. Individuals who had entered upon the land and had openly and notoriously used and occupied for their own purposes were not agents or legal representatives of the Town in its corporate capacity."

"It was admitted that the Town in its corporate capacity had never claimed the land or taken any action in regard to it until June 30, 1888."

The decision was, the respondent must be ordered to bring an action to try its title within such time as a single justice of this Court may determine. The case was decided on Jan. 9, 1891.¹

At the annual meeting of the Town on March 9, 1891, it was voted that the Selectmen be a committee to confer with the Proprietors of Jeffrey's Neck in relation to the rights of the clammers and to their claims to the landing at Eagle Hill. They reported at the adjourned meeting on April 6th, that the counsel for the Proprietors declared that any person, who claims rights, must assert them. They reported as well that they had advised with the Town's counsel, as to the advisability of the Town's

¹ Mass. Reports 153 p. 42.

taking any further action, whose opinion was that it would be impracticable for the Town to undertake to prove their title to the ownership of the land. Also that the rights of the clambers in Eagle Hill cannot be determined in any proceedings to which the Town can be a party. Those rights can only be determined by an action between the Proprietors of Jeffrey's Neck and one or more clambers. If such action is begun then the Town can consider the advisability of taking the land for a public Park or to lay out a Town way to the landing.

Further action was indefinitely postponed. The Proprietors of the Neck at their meeting on June 20th, 1891, leased Eagle Hill to J. B. Thomas and others for two years, with the right to collect all rentals for houses on Eagle Hill, to relocate said houses, the Proprietors reserving the right to the feed, the right to enter and take gravel, mulch and drift stuff, and the right to pass over and construct a road across the same. The directors were authorized to build a road from the house of Mr. Hudgens to Eagle Hill, and thence across the pasture to Plum Island river, near the house of Joseph Hoyt, and a thousand dollars was appropriated for this purpose.

The question of Town ownership was raised again at the Town Meeting on July 25, 1892, under an article in the Warrant, "to see what action the Town will take in regard to the eleven Old Rights and twenty-one New Rights in the Jeffrie's Neck corporation which were given to the Town by the Commoners, Oct. 6, 1788." The Selectmen were authorized to take legal advice and any action that might be necessary to secure the rights of the Town in regard to these undrawn rights.

The Park Commissioners reported at the same meeting recommending the purchase by the Town of the shares in the Jeffrey's Neck Corporation owned by the Feoffees, who would sell for \$50 a share, and also asking authority to purchase Jeffrey's Neck for Park purposes. Their report was accepted and \$2,000 was appropriated. The Selectmen were instructed to take advice in this matter.

The Town failed to secure the rights held by the Feoffees, who sold to the Proprietors of the Neck. The Park Commissioners began negotiations with the Proprietors, who voted on Jan. 14, 1893, to notify the Park Commissioners that they were ready to sell the whole of Jeffrey's Neck to the Town for Park purposes only at the rate per acre assessed by the Town for 1892.

The Commissioners reported at a Town Meeting on Jan. 31, 1893, recommending laying out a Park on Eagle Hill, and another on Jeffrey's Neck next to Plum Island river, and the necessary appropriation. Action on each item was indefinitely postponed.

At the meeting of the Proprietors on April 18, 1893, notice was received from the Selectmen that they demanded the right to appear as representatives of the Town, being entitled to such right by virtue of the ownership of the old undrawn rights. The Proprietors refused to admit them. On May 27, 1893, the Proprietors instructed their directors to take legal

measures to remove any buildings, illegally kept in the pasture, and authorized them to complete their suit in the Supreme Court.

The Selectmen reported to the Town on April 2, 1891, that they had been refused recognition by the Proprietors. It was voted that they be made the agents and representatives of the Town in the Jeffrey's Neck Corporation, with full power to act for the Town, "and that they be and hereby are authorized and empowered to take any such action and bring any such bill, petition or suit in court as they may think proper to secure to the Town its full rights in said Corporation or in said Pasture."

As the summer settlement at Little Neck increased in size and attractiveness, there was a corresponding increase in the volume of travel by cottagers and others over Jeffrey's Neck. The Proprietors of Jeffrey's obstructed this approach to Little Neck by erecting a fence and digging a ditch across the narrow isthmus, near Little Neck, making it impossible for any wheeled vehicle to pass. The Feoffees brought suit against the Proprietors and Judge Richardson of the Superior Court, found for the plaintiff. Appeal was made and the case went to the Full Bench of the Supreme Court in Nov., 1899, which sustained the judgment of the lower Court, that there was a right of way across Jeffrey's Neck to Little Neck. This judgment did not determine where the way was. (Mass. Reports, 174:572)

Mr. Alexander B. Clark had gradually bought the interest of the Proprietors, and at the meeting of the Proprietors on August 20, 1896, he held 400 shares, only four other shares being represented. It was voted to sell the whole real estate to him for \$8,000, and he gained possession. He claimed sole possession under his deed, and the long standing variance with the Town was soon revived.

At the Town Meeting, on March 13, 1899, the Selectmen were instructed to investigate and ascertain if the Town owns a landing and way to Eagle Hill, and the meeting voted, as an expression of the common feeling, that there should be a public landing place at Eagle Hill. In the Fall of the same year, Mr. Clark caused the arrest of two citizens for alleged trespass. The Town adopted a spirited Resolution on November 10th.

"That Whereas William H. Jewett and Justin J. Hull, citizens of this town, engaged in the business of clamming have recently been arrested on criminal process for alleged trespass upon land of A. B. Clark, by reason of their using in the ordinary course of their business of teaming clams to Town from Eagle Hill landing, the old way leading from said landing to Town, and Whereas, the immemorial right of all citizens and of the public to use said way is put in jeopardy by said proceedings and it is for the public interest that the rights of said defendants and other citizens be effectively tested and maintained.

Now be it Resolved and Voted,
"that the Selectmen be authorized and instructed to assist said

defendants and such other citizens as may be arrested for like causes to maintain their defence and to employ counsel therefor."

They were adjudged guilty. An appeal was entered and the action was not pressed. The case of Clark vs. Hull was commenced in the Superior Court, the defendant contending that he was in the rightful use of a public highway. The jury found for the defendant. Exceptions were taken and the case was argued before the Full Bench of the Supreme Court, which overruled the exceptions. (Nov. 1902, Sept., 1903, Mass. Reports, 184:164.) This decision established the fact that there is a public highway to Eagle Hill Landing and that there is a public landing at Green's Creek on Eagle Hill.

In the Spring of 1903, Mr. Clark laid out a way through Jeffrey's Neck to Little Neck, leaving the old road a little beyond the Pound and skirting the shore at the base of the hills. Remonstrance against this proposed change was made at the Town Meeting on June 26, 1903, and strong preference was expressed for the old way. The new way, however, was built and is in common use.

On Oct. 20, 1904 a plan of the Town way from Neck gate to Eagle Hill landing was presented, and the Town voted to accept the relocation and lay out of the public way from a point near Neck gate to the public landing at Eagle Hill. A private way to the land of Thomas C. Wilson, 20 feet wide, was laid out by vote of Dec. 12, 1906. Contention arose between Mr. Clark and the Town regarding the action of the Town in entering on the Neck and opening a gravel pit. The plaintiff made no denial of the existence of the public highway and eventually the issue was made on the damage sustained by the removal of gravel. In the Superior Court, Nov., 1910, \$912.67 damage was awarded, and due payment was made by the Town on Dec. 27, 1910. The latest phase of this ancient controversy over Jeffrey's Neck, which has been waged at frequent intervals for two hundred years is the contests the Town of Ipswich is now making, one in the Superior Court for Essex County, and one before the Land Court, against the legality of Mr. Clark's title.

Mr. Clark built two summer houses on the sightly hill, overlooking Plum Island River, one of which has recently been destroyed by fire. A few small cottages have also been erected on leased lots, fronting on Ipswich river.

Some trees have been planted, and a few have attained considerable size and vigor but with these slight exceptions, the great uplands and the water worn, boulder strewn slopes and gulleys remain as they have been since the ancient forest disappeared, still furnishing pasturage to the great herd of cattle and a few sheep and horses.

But these bare moorlands, with their grand outlook over leagues of land and sea, their fertile soil, easily accessible over a substantial and attractive road, some day, it is to be hoped, will be utilized for the summer homes of many who love Nature, and need the joy and refreshment Nature is waiting to bestow.

LITTLE NECK.

Fishing was the great business of the early settlers and Little Neck, conveniently near the fishing grounds and affording a safe and commodious landing on its sheltered beach, became a busy center for this industry as a very early period. Under date of January 11, 1640-1, the Town Record reads:

"There is a committee appointed with full power to dispose [of] the little Neck for the advancing of fishing. The names be these viz. Mr. Bradstreet, Mr. Hubbard, Mr. Symonds, Mr. Robert Payne and John Whipple."

"Agreed that the little Neck of Land where the fishing stage is shall be sequestered and sett apart for the advancement of fishing and that the fishermen shall there have liberty to inclose it from the other Neck where the Cattell goes and it is agreed that every Boat that comes to fish there shall have sufficient roome to make their fish in as also every Boat gang shall have liberty to break up and plant an acre of ground which they shall enjoy during the pleasure of the Towne. The like encouragement the Towne intends to give to any other Boat that shall hereafter come to fish there and it is the professed desire and agreement of these fishermen that are already settled there that those that shall hereafter come to fish there shall have equal privileges there with themselves. Also it is agreed that the fishermen shall have liberty to build them such houses as they will be willing to resign to the Towne whenever they desert the place and they are to have the places assigned them for building their houses by some that the Towne shall appoint."

It is doubtful whether the industry, so generously fostered by the Town ever attained the magnitude which was hoped for by the broad minded men, who planned so wisely for the future, but it was an important factor in the economic affairs of the Town for many years.

A little later, on the 22nd day, 12th mo., 1640-1, the Town voted: "That Mr. William Payne should have £30 payed him for his farne lying beyond Gravely Brook at or before this tyme twelve month or else he the sd. Mr. William Payne is to have little Neck. Also the barne and his 2 acres of ground at Little Neck is to be prized by indifferent men (and payed to him besides his £30) one chosen by the Towne and one by Mr. Payne and if they agree not then they are to choose a third man."

No reservation was made for the fishing privilege on the beach, and it was only natural that in due time, friction should arise between the owner or lessee of the Neck and the fishermen on the shore.

Mr. William Paine was brother to Robert Paine, the Elder of the church. In 1652-3, the latter had provided a house and land for the Grammar School, and William shared his interest and enthusiasm. He removed to Boston about 1656.

Robert Roberts was appointed shepherd on Jeffrey's in 1651 and it is probable that at that time he was living on Little Neck as Mr. Paine's tenant. In 1660, he renewed his rental or lease. Robert Day made deposition in 1662:

"that aboute 2 years since being at Mr. William Paine's at Boston, Robert Roberts, being alsoe there at the same time, the said Roberts desired Mr. Paine to hire the little neck lying here in Ipswich of him. Mr. Payne consented he should have it of him for one hundred years, the said Roberts was to paye the sum of six pounds a yeare and then to return to the former rent, which was seaven pound a year and further this deponent saith that Mr. William Paine did give the full rent of this neck unto the scoole here in Ipswich from that time forward."

Sworn in Court held at Ipswich, the 17th of April, 1662, p. me.

ROBERT LORD, Clerk.

Ipswich Deeds, 2:167 and 278.

Mr. Paine died Oct. 10, 1660. In his will, signed Oct. 2 1660, he made generous remembrance of the school.

"I give unto the free scoole of Ipswich the little neck of land at Ipswich commonly knowne by the name of Jefery's neck. The which is to bee and remaine to the benefitt of the said scoole of Ipswich forever as I have formerly Intended and therefore the sayd land not to be sould nor wasted. I give unto the college at Cambridge the some of Twenty pounds not to be expended but to remain as a stock to the College aforesayd forever."

Suffolk Reg. of Probate, 1:346.

On the death of Robert Roberts, his widow retained the lease, which passed to Thomas Perrin,¹ a son-in-law. On Feb. 27, 1672,

"the Town declared that the half acre of land that Robert Roberts hath liberty to fence in and build upon (while he held the Little Neck the Neck being out of their hands, the lease being out) The Feoffees and the Town are willing that Thomas Perrin should hold the land one year more etc." On Feb. 10, 1673, "Robert Starkweather desired in a paper to have liberty to hould the house of Thomas Perrin and Little Neck, for seven years, etc." He died in the following year. Deacon Moses Pengry succeeded him as the shepherd, and the Town ordered that he should have like

¹ He married Susan Roberts, Feb. 28, 1666.

liberty that Robert Starkweather had in Little Neck and Perrin's house for seven years, "the administratrix having assigned it over to him."

The Feoffees made formal lease to John Pengry, son of Deacon Moses in 1680.

This Indenture made the five & Twentieth day of March in the yeare of our Lord one thousand six hundred & Eighty Between Major Denison Mr Thomas Cobbett Mr William Hubbard Mr Robert Paine Senr Capt John Appleton Mr John Rogers Capt. John Whipple Mr Robert Paine Junr & Richard Hubbard of Ipswich in New England Feoffees of the Free School of the sd Towne of Ipswich on the one party & John Pingry of the same Towne Husbandman Witnesseth that the sd Majr Denison Mr Tho^s Cobbett etc. have Devised Granted & to farme Letten (?) a parcell of land called the Little Neck seituate & being in Ipswich afores^d To the sd John Pengry his heires & Assignes for & during the space of sixty yeares next insuing the day of the date hereof to bee fully cumplied & Ended Yielding & payinge Therefore yearly during sd Space the full sum of Seven pounds in Pork Wheat Barly or Indian Corne. Provided that not more than one halfe of the sd Rent bee paid in Indian Corne at or before the fifteenth day of March yearly unto the sd Major Denison etc or their Assigns or their Successors or Assignes At the meeting house in the sd Ipswich or any other place in Ipswich where the s^d Major Denison Mr Cobbett & their Assignes or Successors or their Assignes shall appoint. And what part of the sd Rent shall bee payd in Porke shall bee yearly payd at or before the fifteenth of January. And for the payment of the sd Rent at the day of payment yearly the s^d John Pengry doth by these p^rsents Bind himself his heirs & Assignes to the sd Major Denison Mr Cobbett & their Successors and their Assignes during the sd space: And if it shall happen sd Rent or any part thereof shall bee behind more than one month after the day of payment yearly then it shall or may be lawfull for the sd Major Denison & their Successors or Assignes to Reenter the premises with the Appurtenances and the Same to Repossesse Any thing in these p^rsents Contained to the contrary Notwithstanding. And in witness heereof the parties above sd have to these p^rsents interchangeable sett their hands in day—yeare abovesd. In p^resence of us

SAMUEL ROGERS

MOSES PINGRY SEN^r

JOHN DENISON

Ipswich Deeds—5:124.

Pengry conveyed this lease to Robert Cross Jr., Dec. 18, 1680. (Ips. Deeds 5:125) Robert Cross conveyed to Ralph Cross, "the parcel of planting land at Little Neck, which is the living I now live upon." Payment was to be made to the Town and to his son Nathaniel. June 3, 1707. (19:172.)

During Nathaniel Cross's tenure, as the result of a controversy with the Proprietors of Jeffrey's Neck, the division fence was taken down, and the cattle roamed over Little Neck as well.¹ It was not restored for many years and the lease hold system expired with it.

The story of Robert Cross's unprovoked assault upon the old shepherd on Jeffrey's Neck² reveals his quarrelsome temper, and it was very natural that he should clash in due time with the fishermen on the beach. The trouble came in 1691, on the occasion of the putting up of a building for the fisheries by the order of John Wainwright. The depositions made at the trial of this case are of particular interest, as they sketch the history of the industry from the beginning and afford many personal details.

Deposition of John Pengry, age about 38 years. (Ips. Deeds, 5:502.)

"This Deponant Testifieth & saith that about fifteen or sixteen years since when my father Improved ye Little Neck, The fishermen had Stages there & made fish & so was y^e stages then Improved as Comon Lands & we know not any thing to the Contrary for the fishermen Informed us that so it had allwayes been from y^e first Improvement of Stages There & we did not molest Them In said priviledges & when my father Gave y^e Little Neck to me I Left it & it was so Improved, as a Comon Interest of the Towne Then:

Sworne in Court at Ipswich, Sept y^e 29, 1691 as attest.

THO^s WADE, Clerk.

The Deposition of William Hodgkins Sen^r, aged about 69 years. (Ipswich Deeds, 5:503.)

"This Deponant Testifieth that he with Divers other persons hath occupied, used & Improved ye beach adjoyneing to the Little Neck In Ipswich as a Towne priviledg & Comon Land for makeing & cureing fish above fiftye years more or less & never was demanded anything for Rent Either from M^r William Paine nor Robert Roberts, said Pains Tenant, nor from widow Roberts, nor from John Roberts, nor from old father Starkweather, nor from John Pengry, which persons all did in their day Improve both y^e plow land & pasture land, appertaining to said neck, but none of them did either directly or indirectly demand anything for rent, either of me or any person else that I know of for using & improving the afforesaid Beach, but did allwayes owne

¹ Pages 69, 70.

² Page 57.

it to be a privileged place to make & cure fish upon, nor hinder us for erecting & building stages & other houses thereupon untill this present year, 1691."

"John Roberts aged about 45 years, Testifieth that to his Knowledge, what is above written is Certainly True for Thirty-seven years past, and further adds that his father Robards did Tell him this deponant that Mr. William Payne had forbid him hindering a fishing Trade upon ye Little Neck beach, because it was a Town privileged & therefore my father gave me this deponant, the like charge, that I should not Intercept so beneficiall a designe, which I always attended."

Sworn in Court at Ips. Sept y^e 29, 1691 by both parties as attest

THOS WADE, Clerk.

The Deposition of Abraham Perkins aged about 50 years. (Ips. Deeds 5:503).

"This Deponant saith That upon his Certaine Knowledge A fishing designe of making fish hath been managed upon y^e beach on ye south side of y^e Little Neck adjoyning to y^e Little Neck hill in Ipswich for above forty-one years more or less & I never understood but that y^e said Beache was a Town priviledg & Common Land, which I affirm to ye best of my knowledge allwayes Lay open, unfenced as Common, & no Tenant did Improve it as a Town privileg untill this present year Anno Domini 1691."

"John Clark Senior aged about 50 years testifieth to ye Truth of what is above written."

Sworn in Court at Ipswich, 7:29:1691 for both parties, as attest

THOS WADE, Clerk.

Deposition of John Clarke, aged 53 yrs. (10:161)

"That upon his certain knowledge ye Beach upon Little Neck now in possession of John Wainwright hath been improved as Towne privilege & common land for curing & drying fish by Quarm^r John Perkins, Wm. Hodgkins, Giles Cowes, John Dutch & John Wainwright for above forty and seven years & allwaies lay common and unfenced."

"At a general sessions holden at Ips. March 26, 1695, John Clarke made oath. Rev. M^r Hubbard made oath to truth of above, they possessed the beach for above fifty years past this 29 March 1695."

Same deposition in Ips. Record 5:503, etc.

Capt. Thomas and Daniel Staniford received permission from the Town on March 22, 1750, to build a wharf on the westerly corner of Little Neck, not exceeding 60 ft. front, and a warehouse on the upland, not exceeding 30 ft. square, including convenient room about the house, bounded on the edge of the bank, provided the warehouse be erected within 18 months.

Nathaniel Smith had a fishing stage there in 1763, and Nathaniel Farley and others petitioned for a piece of flats near Smith's stage for

building a large wharf. This was referred to a Committee, which reported at the Town Meeting, May 10, 1763. Their report states, that "they have laid out a convenient place on the Little Neck for the purpose of building a wharf and warehouse and have sett off the same by Meets and bounds as follows, viz:"

"Beginning at a stake at Low water mark near the Neck Cove, thence running N.E. to high water mark to a stake and stones, thence running S. E. by high water mark 100 ft. to a stake and stones.....thence running N. W. by low water mark 100 ft. to first, and that sd. Petitioners have two years from the date of their petition to complete the sd. wharf and warehouse, and to be to the use and benefit of the Petitioners and their heirs and assigns for so long a time as they or any of them shall maintain and keep the same in good repair and no longer."

Abraham Choate conveyed to John Patch, all his right and title in a sixth part of a wharf with the appurtenances at Little Neck, Jan. 9, 1792 (167:63), and Robert Farley conveyed to Richard Lakeman half a warehouse and wharf at "Jeffries or Little Neck" 1808. Ips. Deeds, 5:398.

The heavy timbers and the great stones which remain from one of these old wharves show that a very strong structure was built here, and suggest that the trade in fish, which warranted the building of such a wharf, must have been large and important.

All business of this kind ceased many years since. Fifty years ago, a solitary building used for the storage of porgies was the only frame structure on the Neck. The white tents of occasional camping parties skirted the slope of the hill near Stony Point and about the well, and as the great natural beauty of the spot and its easy access by the river came to be appreciated, a few cheap houses were built near the rocky beach at the foot of the Hill. Larger and more convenient cottages began to be erected. The Feoffees granted the lease of lots at moderate rates and the popularity of the spot grew rapidly. Within a few years the Town water has been introduced, permitting and encouraging the building of summer homes, with all modern conveniences, and the village has now covered the slightly slope to the very summit and is rapidly occupying every available spot. William Paine's generous gift to the free school of ancient Ipswich has already netted results far beyond what that shrewd merchant ever dreamed, and the prospect of greatly increased financial return is sure and gratifying.

ANNUAL MEETING.

At the Annnal meeting of the Historical Society held December 4, 1911, the following officers were elected:

President.—T. F. Waters.

Vice Presidents.—F. R. Appleton and J. H. Proctor.

Clerk.—J. W. Nourse.

Treasurer.—T. F. Waters.

Directors.—C. A. Sayward, Henry Brown
and James S. Robinson.

ANNUAL REPORT OF THE TREASURER
OF THE IPSWICH HISTORICAL SOCIETY,
READ AT THE ANNUAL MEETING,
DECEMBER 5, 1910.

Dr.		
To Annual Membership Fees,	- - - - -	\$447.00
" Life Membership Fees,	- - - - -	200.00
" Gifts,	- - - - -	95.00
" Sale of Publications by mail,	- - - - -	35.94
" Subscription for illustrations in No. XVI-XVII,	-	45.00
		<hr/>
		822.94
Receipts from Historical Pageant,		974.04
Receipts from Whipple House,		
Door Fees,	- - - - -	189.63
Sale of Publications,	- - - - -	8.50
Sale of Pictures,	- - - - -	9.40
Supper,	- - - - -	101.00
		<hr/>
		308.53
	Total receipts,	2,105.51
	Balance in Treasury, Dec. 1, 1909,	620.61
		<hr/>
		2,726.12

Cr.		
Paid on Mortgage, Jan. 1,	- - - - -	100.00
" Interest on mortgage, Jan. 1,	- - - - -	36.00
" " " " July 1,	- - - - -	34.00
" on Mortgage, Nov. 1,	- - - - -	1,000.00
" Int. on " " " "	- - - - -	10.00
		<hr/>
		1,180.00
" Insurance,	- - - - -	20.40
" publishing No. XVI-XVII, printing reports, etc.,	- - - - -	712.00
" Salary — President,	- - - - -	250.00
" Books, Envelopes, Postage,	- - - - -	54.45
" Incidentals,	- - - - -	35.15
" House account,		
Paid for fuel,	- - - - -	69.62
" " water,	- - - - -	12.48
" " repair,	- - - - -	22.52
" " table-ware,	- - - - -	16.35
" " pictures,	- - - - -	6.59
" " incidentals,	- - - - -	8.76
" " gratuity to curator	- - - - -	10.00
		<hr/>
		146.32
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		2,398.32
	Balance in Treasury and at Whipple House,	327.80
		<hr/>
		2,726.12

REPORT OF THE TREASURER OF THE IPSWICH HISTORICAL SOCIETY.

DECEMBER 4, 1911.

Ipswich Historical Society in account with T. F. Waters, Treas.

Dr.

Annual Membership fees,	-	-	-	\$134.00	
Life Membership fee,	-	-	-	50.00	
Sale of publications by mail,	-	-	-	17.79	
Subscription for Illustration	-	-	-	15.00	
				<hr/>	
				516.79	516.79

From Whipple House

Door fees,	-	-	-	-	\$158.13	
Publications and pictures,	-	-	-	-	16.40	
Supper,	-	-	-	-	96.94	
					<hr/>	
						271.47

Total receipts, 788.17

Balance in Treas. Dec. 1910, 327.80

1,115.97

Cr.

Interest on Mortgage,	-	-	-	-	\$28.00	
Publication account,	-	-	-	-	88.25	
Books, Envelopes and Postage,	-	-	-	-	37.32	
Pageant account, (1910)	-	-	-	-	13.05	
Incidentals,	-	-	-	-	16.00	
Salary of President,	-	-	-	-	250.00	
					<hr/>	
						432.62

Whipple House

Fuel,	-	-	-	-	-	44.19	
Water,	-	-	-	-	-	10.15	
Cleaning and repair,)	-	-	-	-	-		
Tables and book case)	-	-	-	-	-	107.74	
Gas,	-	-	-	-	-	11.00	
Gratuities,	-	-	-	-	-	15.00	
Pictures,	-	-	-	-	-	8.00	
Moth cleaning,	-	-	-	-	-	2.00	
						<hr/>	
							198.08

Cash in Treasury, 630.70

485.27

1,115.97

MEMBERS.

LIFE MEMBERS.

Mrs. Alice C. Bemis	Colorado Springs, Col.
Richard T. Crane, Jr.	Chicago, Ill.
John Hogg	Boston, Mass.
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Our publications should have a wider circulation, the mortgage of \$700 which now burdens us, should be discharged, and a beginning should be made of collecting funds for our fire-proof Memorial building for our collections and various uses. We wish to commend our work and our needs to our own citizens, to those who make their summer home with us, to all, scattered throughout our land, who have an ancestral connection with the old Town, and to any, who incline to help us. We can use large funds wisely in sustaining the Society, in erecting our new building, and in establishing a permanent endowment.

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PREFACE

Although the story of the Village will be regarded probably of greater interest and value than the history of the pastures and house lots that intervene between it and the Town proper, it has seemed best to make this study of all the lots that the land holdings may be well covered, and to trace the lands on both sides of the road, before the group of ancient farms that form the Village is considered.

No section of our Town has more substantial and picturesque interest than this quiet neighborhood. Its close connection, geographically and socially, with Rowley, separated it from Ipswich to such a degree that the Town Clerk of the olden time made very incomplete entries of the births, marriages and deaths, which have been preserved fortunately in the Rowley church records. To supply this deficiency in some degree, and to give living personal interest to the ancient families, the family histories have been sketched with considerable detail.

The author is indebted to Dea. A. Everett Jewett for many items of especial interest, and to Mr. John W. Nourse for his contributions to the story and his skilfully drawn diagram.

Ipswich Village and the Old Rowley Road.

At the north end of High street anciently known as the "West end", in distinction from the "East end", which is still recalled by the name East street, three ancient highways diverge like the ribs of a fan.

On the right, the road to the Town Farm opens, at the foot of Town Hill, runs through the open tillage lands, and by many side roads affords access to the vast area of salt-marsh, level, green and beautiful. Tidal creeks and ditches wind their tortuous courses and divide its outer edge into many points and islands, each bearing the name, given centuries ago, of the ancient land holder, or some quaint appellation, which pleased the fancy of the early settlers and still abides.

Here are Payne's Creek, Green's Creek and Green's Point Landing, the convenient dock where the olden scows or "gundaloes" with their freights of thatch and salt-hay from Plum Island and elsewhere were moored and their savory loads transferred to the clumsy ox-wagons.

Near by are Cross's Bank, Bagwell's Island, Rogers's Island and Holy Island, Stacey's Creek and Six Goose Creek, Deacon Sam's Point, Hart's Creek and Hart's Nubs, the Window Frames, Wattle's or Wadleigh's Neck, Kimball's Point and other points, coves and creeks innumerable. The road ends at last at the great farms, granted to Rev. John Norton, Pastor of the Ipswich Church, one of the most famous ministers of his time, and Mr. William Paine, patron of the Grammar School, whose gift of Little Neck is gaining larger value year by year.

At the very beginning of the Town, this was the road to Newbury or "the pathway leading toward the River of Merrimae." Under date of Jan. 26, 1634, record is made of a group of lots, granted to Anthony Short, Robert Muzzey, John Muzzey, and John Shatswell, which are described as "northward of the Town in 20 rood breadth, North and South to extend west to the pathway leading toward River of Merrimae." The Shatswell lot was laid out at Green's Point, and the others were located on the slope of the hill now known as the Muddy river, and crossed from the present road, and crossed Muddy river and Egypt river and led through the Muzzey farm.

Midway between the Town Farm road and the Rowley road

Let's ask the old and the young about it

When I was asked to write this article, I was a bit surprised. I was not a young person, and I was not a young person, and I was not a young person.

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is Locust street, now a mere lane, shorn of all its dignity by the fence, which was made across it when the railroad bridge was built, and a new entrance was opened from the main highway. Anciently it was the thoroughfare which led into the Common Fields, and was known as the highway to Muddy river, or the way to John Tuttle's farm, or Col. Dodge's, as the farm changed owners. "The way in the Common field on the North side the River from the Comon gate leading to Muddy River is to be 4 roads over soe farr as leadeth to Mr. Wilson's ground", by vote of July 5th, 1642.

The way to Green's Point Creek and the Town landing there was frequently in debate. Richard Shatswell made petition in March 1723/4, "setting forth that by order of the Selectmen Anno 1667 Reginald Foster and others laid out a highway to Green's Point Creek, which took up about an acre of land of the petitioner's grandfather, Richard Shatchwell", for which he asked satisfaction. An interesting explanation of the origin of the name, Green's Point, is given in the following deed:

"Richard Shatswell, now living near Chelmsford, in consideration of goods granted me by Joane Green, my mother, which were formerly bequeathed by will unto sayd Joane Green, by John Green, formerly Ruling Elder of Church in Charlestown, and in consideration of 25 acres made over to sayd Joan Green by the last will of John Shatswell, her former husband conveys to said Joan all aforesaid 25 acres (allways excepting 4 acres at the upper end of sd. 25 acres adjoining to the highway lately by sd. Richard sold to Joseph Quilter of Ipswich) within the common fence now known as Green's Point. July 12, 1667 (Ipswich Deeds 3:255). A Committee appointed "to inquire into the circumstances of the highway at Green's Point or the Town Dock" reported on March 6, 1744, that a way had been laid out and a record made of it, but that it was necessary that the way and the landing be staked out. The record of the Town Meeting on March 22, 1753, shows that a way had been staked out, from the North Common Field gate, "over Ready Marsh bridge," "Belcher's Hill," "Green's Point Path", etc. down to Col. Berry's farm. May 18, 1756, the way was again in question, and the lay out was reported again, May 10, 1763. The staking out of the landing was reported to the Town on March 19, 1770, and the bounds were renewed, June 6, 1777. A Committee was appointed "to treat with Mr. Shatswell respecting the gate across the road leading to the Town Dock at Green's Point" on March 6, 1787. Once more on April 11, 1803, a Committee was instructed "to lay out and ascertain the way from the gate leading to the North Common fields and Town Dock at Green's Point." The names "Common Fields" and "The Hundreds",

which still attach to these unfenced areas of tillage land and marsh, are most interesting reminders of the ancient system of land-holding, which prevailed in Old England, centuries before the Puritan migration. "The Hundreds" is of Teutonic origin. In the days of the Roman Empire it signified undoubtedly a hundred soldiers or a hundred families or a hundred hides of land, but in later times it came to have a geographical significance only, denoting the territorial division between the township or parish and the County. The name Chiltern Hundreds still survives in England.

Sir Henry Maine in his Lectures on the land system of the Middle Ages, states that the territory occupied by any community was divided into the following parts:

1. The township, where the houses held by heads of families in severalty were located.
2. The tillage land, divided into plots, but subject to regulations regarding common cultivation.
3. Meadow land, which in like manner was common for a period after hay harvest, but was fenced off afterward in allotments for the new crop.
4. Common or waste land, not appropriated for cultivation, over which the community had rights of pasturage, wood-cutting, etc.

The division of the land in Ipswich by the first settlers has very suggestive resemblance to this. The town lots were assigned first, and every man (and a few women) who built and owned a house, became forthwith a Commoner and had certain definite rights in the Common land. Tillage lots, usually about six acres, were then assigned to the householders in certain localities set apart for this use, as "Manning's Neck", the "North Common Fields" and elsewhere. These lots lay in common, that is, they were unfenced and the bounds were determined simply by stakes or bound-stones. In the North Common fields the lots still remain unfenced for the most part and the marsh lots in every locality.

To separate these tillage lots from the neighboring tracts of wild land, the great Cow Commons, in which the herds of cattle and flocks of sheep found pasturage under the watchful eye of the cow keepers and shepherds, a common fence was built by order of the Town.

"January the 10th 1637 Att a Town Meeting. Voted that a generall fence shall be made from the end of the Towne to Egypt River with a sufficient fence, and also from the East end of the Towne in the way of Jefery's neck . . . This fence to be fenced by y^e first day of June next ensuing upon the penalty of five shillings for every rod that shall then be found unfenced. This

fence to be done at the charge of all those that have land within the s'd compass according to their severall shares of Land and by them to be maintained and there is liberty granted to all such p'sons to fell any trees for this use as they shall find most convenient in the Land ungranted."

This fence was built forthwith, and straightway in the assigning of tillage lots in the Common Fields, it is further specified that they are "within the Common fence", and as there was a considerable space in one locality between the Common fence and the high road to Rowley, this was divided into pasture lots, and assigned to individuals with the specification, that they were "without the common fence." On the left side of the highway a large section remained common and undivided.

Working cattle were allowed to roam in the Commons at night and on Sundays and wet days, when they were not in use; and as the tempting fields of Indian corn, wheat, rye and barley, lay just the other side of this barrier, it was a matter of vast concern that it be strong and high and always in good repair. Nathaniel Stow brought suit in March, 1656, against Thomas Smith, William Marchant, Richard Shatswell and John Newman for injury to his corn. Samuel Younglove deposed that he helped bring fifty head of cattle out of the corn-fields owned by these men, and that one post and two lengths of rails were down. Henry Kimball ran to drive out the marauders, and he deposed that as he went to get Thomas Smith's steer he leaped over the five railed fence of Alexander Knight. Another suit resulted from the ravaging of the corn fields on the Argilla road, when twenty-two head of cattle leaped the fence.

Keeping of cattle within the Common fence was strictly forbidden, and this restriction seems reasonable and necessary, but some of the most prominent citizens of the Town, Mr. Hubbard, Mr. Knight, Mr. Bradstreet, Mr. Tuttle and John Shatswell, persisted in bringing their cattle within the limit and they answered for their offence in December, 1641, before the Quarter Sessions Court.

The vote of the Town on Jan. 11. 1640, is of singular interest, as it shows that the Middle Age law, which reserved certain common or public rights in lands, which were held in severalty, was still recognized to a certain degree.

"For encouraging of people to sow [] and securing the same it is hereby ordered that every one that hath part in any Common about the Towne shall keep his part of fencing in good and sufficient repair at all times as well winter as summer under the same penalty as is now in force for default thereof. And fur-

ther it is ordered that after harvest the Cow keepers shall have special charge given them to keep their herds in the marsh meadows and upland unplanted as much as they can till 20th of Octob after which tyme it shall not be lawfull for any man to putt in any Cattell in the said Comon fields under the penalty of 5 s. apiece unless the Towne make an order to give liberty for some tyme so to do when snow is upon the ground that the Cattell may eat the Indian corn stalks without spoyling the english corne.¹ Also it is ordered that it shall be sufficient to agree upon the putting in or restrayning of the Cattell into these Common fields upon the staying of the freemen after a Lecture from tyme to tyme."

The Norton-Paine Farms.

NOW KNOWN AS THE POOR FARM.

Rev. John Norton received from the Town a grant of "a farme of one hundred and fifty acres, more or less, lying upon the necke of land neare the North River bounded on the southeast by the Land of Mr. Payne above written, on the North by the North River," and forty acres more, bounded southwest by land of Mr. Payne, formerly granted to Mr. Dillingham deceased. (Entered April 16, 1638). A committee was instructed to lay out a highway to these farms by March 1, 1642, "with the rest of the highways that branch from it within the fence."

Mr. William Payne and Mr. Norton each built a dwelling and the necessary barns and outbuildings on his farm and tenants were installed, who carried on the work. In September, 1698, a dispute arose regarding a portion of the Norton farm, and the depositions made by some of the elderly people reveal some interesting facts. Mary Edwards, aged about fifty-six years, who lived with Mr. William Norton, brother of Rev. John, about forty-two years before, mentioned that Samuel Ayers Sen. was then a tenant on the John Norton farm. Abraham Foster, then seventy-six years old, had lived with Rev. John Norton about three years. He testified that "Mr. Norton did improve all y^e land within y^e bounds of y^e River said to be called the Abith River, now called Egypt River & Mr. Brown's farm & a creek for at least 48 years." Simon Stacey, aged about sixty years, and Samuel Hart, aged about fifty-two years, both alluded to John Ayres as tenant for many years; and Simon Chapman, aged 54, affirmed that his uncle, John Aires, was tenant, "as servant to Mr. John Norton", as the phrase was, for about twenty years. (16: 172).

¹ Winter wheat, rye and barley were frequently called English corn.

The neighboring farm passed to John Paine of Boston, son of Mr. William Paine, at his father's death and he mortgaged it to Mr. Norton, Oct. 14, 1662. The deed recites that it contained 250 acres, upland and meadow, "with the mansion, dwelling house and barns, outhouses etc. now in possession of Edward Allen." Mr. Paine bound himself to pay as rental to Mr. Norton £22-10s., "10 bushels of good sweete & well-winnowed marchentable wheat in Boston" on Nov. 10th of each year, and also "at current marchentable price in Ipswich in good porke, wheat, mault, pease and Indian corn, proportionally to make up the ten bushels of wheat, every tenth of November the sum of £22-10s." (Ipswich Deeds 2: 111).

Rev. John Norton died in Boston, April 5, 1663, having removed there on his call to succeed Rev. John Cotton, in 1656. He bequeathed the Ipswich farm to his wife, Mary Norton, "provided always that after the decease of my wife I give my farm at Ipswich with the dwelling house, barn or barnes, outhouses and whatsoever els then shall belong thereunto . . . unto the children of my brother, Mr. William Norton, to be divided equally among them, his eldest son having a double portion out of the same." He also ordered that his library should be given to any one of his nephews who should "be trayned up unto the ministry."

William Norton had two sons, John and Bonest or Bonus, and a daughter Elizabeth. John was graduated from Harvard College in 1671 and was invited to the Pastorate of the Hingham church, where he was ordained, Nov. 27, 1678. Elizabeth was married to Col. John Wainwright, March 10th, 1674.

The widow, Mary Norton, conveyed the 40 acre lot to Mr. William Hubbard of Ipswich and John Hull of Boston, Goldsmith, Jan. 7, 1670 (Ipswich Deeds 4: 131), but with that exception, the farm passed to the heirs at her decease. Mr. Bonest Norton sold his quarter interest in the John Norton farm, also "ye 40 acres", and upland and meadow, inherited from his father, to his brother-in-law, Col. John Wainwright April 9, 1695 (11:1), and Rev. John Norton of Hingham made similar conveyance of his half interest in the farm and the 40 acres, May 25, 1706. (18: 198).

Col. Wainwright was already in possession of the adjoining William Paine farm. John Paine had sold it to William Brown Sen. of Salem, on March 28, 1672, the mortgage being discharged on the same date. (Ipswich Deeds 3: 229). Mr. Brown bequeathed it to his son, William Brown Esq., a Salem merchant, and he sold to Col. Wainwright, April 3, 1699 (13: 261). He died on August 3, 1708, in his 60th year, leaving three sons, all under age, Francis, John and Samuel, and three daughters, Elizabeth, wife of Adding-

ton Davenport, Ann, wife of Col. Adam Winthrop and Lucy, wife of Paul Dudley, all of them men of great prominence in the affairs of the Colony. He gave all his real estate to his sons, Francis receiving a double portion, "and doe Entaile said Real Estate to y^e male heirs of my said sons." (Will, signed April 20, 1706. Pro. Rec. 310: 19, 21).

In the division of the estate, the two farms, Mr. Norton's and Mr. Brown's, were assigned to Francis, Harvard College, 1707, who died at Boston on Sept. 4, 1722. He seems to have made conveyance to his brother John, Harvard College 1711; and his mother, who had married Hon. Isaac Addington of Boston, one of the most eminent lawyers of his time, Nov. 19, 1713, "in consideration of £5 paid by my loving son, John Wainwright of Ipswich, but more especially for y^e Good Will and Affeecon which I bear unto him and for his advancement in this world," conveyed to him the quarter interest in the farm, which she had inherited from her uncle, Rev. John Norton, "in the present occupation of John Ford." April 10, 1717 (32:62).

Mr. Wainwright attained the title of Colonel, as his father before him, and filled many public offices, Town Clerk for many years, Representative for nearly twenty years consecutively, Clerk of the House for eight years and Justice of the General Sessions Court. He married Christian Newton jr. of Boston at Boston, Feb. 11, 1723-4, and the births of three children are recorded: John, born Dec. 8, 1724, Christian, born and died June 9, 1731, and Francis, born June 30, 1736. Col. Wainwright died on Sept. 1, 1739, in his forty-ninth year. The great fortune left by his father, Col. John, Senior, had been impaired to such an extent that the widow, Christian, petitioned the General Court in 1743, to take off the entail imposed by Col. Wainwright, grandfather of her minor sons, that the lands might be sold to pay for their education, and the Court granted the petition. Thus the grandfather's fond purpose to retain the land forever in the family name came to naught, and the great Wainwright family sank into insignificance and disappeared.

Chambers Russell, Esq. of Charlestown, and Mary, his wife, sold the farm to Col. Thomas Berry for the sum of £22 10s. in Bills of Credit, Old Tenor, for every acre of land comprised within the specified metes and bounds, "in their own proper right as a good perfect and absolute Estate of Inheritance, in Fee Simple." April 23, 1746. (99:199).

Col. Berry was prominent in the affairs of the Town and the Province, and was a man of varied attainments. He practiced as a Physician, was Colonel of a Regiment, Judge of Probate for

the County of Essex and Chief Justice of the Court of Pleas. Important public commissions were frequently assigned him. He lived only ten years after he acquired the farm, and died at the age of sixty-two on August 10, 1756. He bequeathed the farm to his family, and to the South Church, of which he was the most conspicuous member, the sum of fifty pounds, Old Tenor, to purchase a piece of plate. He remembered the minister, Rev. John Walley, with a legacy of £20.

Again the fine farm proved to be the grave of buried hopes. The inventory reveals the pride he had in improving it. It contained 416 acres, upland and marsh. There was a spacious farm house, large enough to have four rooms on the lower floor in the southeast end, and a great barn with several sets of doors, cider-mill, shop, and corn-barns. A score of cows and heifers, red and red-pyed, black and black-pyed, a half dozen pairs of steers, and sixty sheep foraged in the broad pastures. His slaves, George, Peter and Scipio, and Flora, Scipio's wife, found plenty to do in house work here and in the mansion on High Street and in the barns and fields and the mighty salt marshes; and Scipio's little Andrew and Tamasin, no doubt, drove the cows to and from pasture and hunted for eggs in the hay-mows.

Shortly after his death, the Colonel's only daughter, Elizabeth, became the bride of the young school-master, Joseph Howe, on January 9th, 1759, but she died in the middle of May, only four months from her wedding day. John, the only surviving child, fell far short of his father's standard of manhood. Creditors were importunate and one execution at least was granted by the Courts. The farm became a burden and the widow, Madame Elizabeth, and John soon began to sell portions. Norton's Island went to Ebenezer Lord, John Potter and Aaron Lord, March 18, 1767 (124: 49). Madame Berry conveyed her interest in 150 acres to Dr. John Manning Nov. 3, 1768 (125: 171). John Berry quitclaimed to him as well. (125: 142), and sold to John Potter five-sixths of 80 acres, with all his interest in the buildings, Dec. 7, 1768 (125: 172); and to John Lummus his interest in 104 acres, May 14, 1770 (128: 27) and 52 acres more. (129: 66). Mr. Lummus acquired a large portion of the farm eventually. In his will, which began with the sage remark, "seeing nothing is certainer than Death, nor anything more uncertain than the hour of Death," he devised the farm to his widow and sons, John, Samuel, Aaron and Porter. (Pro. Rec. 357:479). John bought the interest of the other heirs, but the glory of the olden days had departed. In Lummus's time the farm house became the pest-house, when the scourge of small-pox was abroad. Tradition has it that he

was a gambler and that on one occasion the stakes ran so high that he put up the farm and lost to Billy Emerson, the Topsfield trader. It is a matter of record that he mortgaged the farm to him, and conveyed the title to him in 1814. Emerson sold to the Town of Ipswich in 1818.

For a century nearly it has been the Poor Farm, the final port of many a helpless moral derelict to whom the voyage of life has been only a record of disaster, the abiding place of helpless lunatics, the last quiet home of not a few worthy but friendless and forsaken ones, the innocent victims of cruel Fate. Indeed, Fate has been strangely cruel for many generations, and the grand breezy hill and sunny fields and pastures have witnessed many sad reverses of human hopes and expectations.

The Foster Farm

Only one farm was located on the Muddy river road and that was not a unit, granted to a single person as the Norton and Paine farms, but resulted from the gradual addition of lot to lot. William White sold his six acre lot, granted by the Town, to Ralph Dix, March 8, 1647. (Ips. Deeds 1:39) which Dix conveyed to Reginald Foster on the same date. (Ips. Deeds 1:40). On March 19, 1668, Mr. Foster bought another six acre lot of Henry Kingsbury of Rowley, "sometimes Nathaniel Hows." (Ips. Deeds 5:128). His town residence was on Water St.¹ but he built a dwelling apparently here in the Common fields and his son Jacob occupied the homestead. He devised to his son Abraham, "my now dwelling, orchard, and ground about it, 3 acres more or less, and half that land in the field lyeing between the land of John Denison and Philip Brown and John Edwards' land"; to Reginald, he gave his land at the Falls where Reginald had already built a house; to William, the 6 acres bought of Thomas Smith; and to Jacob, the house he occupied, two lots beyond Muddy river and the pasture by Caleb Kimball's. (Will proved June 9, 1681).

Jacob Foster, known as Dea. Jacob, bought of John Tuttle, his house, barn and an acre of land, owned originally by his father, Simon, and grandfather, John Tuttle.

Mention of this sale occurs in the agreement between the widow of Simon Tuttle and her children, and the agreement defines John Tuttle's portion as including the homestead "y^t he sold to Deacon Foster," and adds "one third of the common right of said homestead, bounded by the highway from Bisgood's bridge to the stonewall y^t fenceth sd. orchard, thence by pasture land

¹ Ipswich in Mass. Bay. p. 418.

to Dea. Foster's, thence by Deacon Foster's land to Bisgood Bridge."

Oct. 28, 1701. (Pro. Rec. 308: 243-8), Dea. Foster had bought 8 acres of John Brown of Wapping, England, bounded by his land, west and the highway east, Aug. 13, 1683. (Ips. Deeds 4: 533).

Dea. Jacob Foster married Abigail, daughter of Robert Lord, Feb. 26, 1666. Their children, as recorded, were Abraham, born Dec. 4, 1667, Jacob, born March 25, 1670, Sarah, Abigail, born July 3, 1674, Nathaniel, born Oct. 7, 1676, died June 20, 1702, Joseph, born Sept. 14, 1680, James, born Nov. 12, 1682, Mary, born Dec. 25, 1684. Dea. Foster died July 9, 1710 in his seventy-fifth year, leaving his widow, who survived until June 4, 1729. His will devised to Abraham and Jacob, the 12 acre pasture by land of Caleb Kimball and the highway, and "all my land at Muddy River that was my father Foster's"; to Joseph and James, his house, barn, commonage etc. (Pro. Rec. 310: 263-4). Joseph and James Foster conveyed their title in the homestead and lands to their brother, Abraham, house carpenter, bounded by his own land southwest, February 26, 1710-11 (77:44).

Abraham Foster, brother of Dea. Jacob, had received from his father Reginald, it has been said, his dwelling and half the land in the Common Field. His sons, Ephraim of Andover, blacksmith, and Benjamin of Rowley, weaver, conveyed to their cousin Abraham, son of Jacob, the house carpenter, 10 acres, land and meadow, "north or northeast from said Abraham Foster's dwelling house, . . . which was given by Reginald Foster Sen. to his son, Abraham, . . . and from said Abraham now to his sons, Ephraim and Benjamin, as appears by his deed to them." May 5, 1718 (36:122).

Abraham Foster died Dec. 25, 1720 aged 53 years, 21 days. The inventory of his estate contains the items, dwelling and buildings and 26 acres of land, 6 acres at Muddy river, etc. July 3, 1722 (Pro. Rec. 313:325). The Committee on the division of the property reported many years afterward, that it was incapable of division, and the whole was settled on Jeremiah, the eldest son, he giving bond to pay to the rest of the heirs their proportion, Abigail, Sarah, Abraham and Nathaniel, March 9, 1735-6. (Pro. Rec. 325:484, 5).

Jeremiah Foster Junr. sold the same to Francis Cogswell, March 16, 1742 (90:205). Elizabeth Cogswell, executor of the will of Francis, sold the same to William Dodge (exclusive of the highway running thro the land, of a rod and a half wide.) April 27, 1759 (105:280).

Mr. Dodge enlarged the farm by the purchase of adjoining lots and bequeathed to his son, Col. Thomas Dodge, (Pro. Rec. 352:375), who sold to Dr. John Manning. (167:133). Dr. Manning made further enlargement and when he conveyed to his son Dr. Thomas Manning, it contained 80 acres, and buildings, March 18, 1819 (220:50). It passed successively to Michael Lord of Salem, (March 31, 1842, 335:251); to Thomas D. Pousland of Salem, Nov. 21, 1853 (241:124); to Thomas T. Florence of Salem, April 11, 1857 (487:1); to Moses A. Shackley of South Danvers, now Peabody, Nov. 10, 1858 (578:62); to William J. Tarr, March 23, 1867 (720:142) and to John B. Mitchell, June 11, 1870 (799:151), who has recently died, leaving the ancient farm to his son, William A. Mitchell.

Coming now to the Rowley road, it has been remarked that the original way to Rowley and beyond was over the Town Farm road and then across the Muzzey farm. But as early as 1638, this is called the "ould road to Newbury," and evidently travel had already been diverted to another road. The Common fence was built in 1638 from the end of the Town to Egypt river, and when the surveyors reported to the General Court, beginning Oct. 7, 1640, they had laid out the highway "from Mr. Nelson's dwelling house pale by the end of Mussie's Hill to the newe bridge over the North Ryver & so to the newe bridge over Muddy Ryver & so by the comon fence to Ipswich towne" As will be seen later, land owned by Thomas Scott and John Gage beyond Egypt river was condemned for this new location, but from Muddy river to the town it followed the Common fence.

The wedge shaped lot between the Rowley road and the road to Muddy river was owned in 1633 by Moses Pengry and subsequently by Haniel Bosworth, the cowherd, and here he dwelt. Every morning in Summer, he rose before the sun, and having received the herd of cows at Mr. Paine's, now Dodge's Corner, he and his helpers drove the herd with sounding horn and clanging bells up High street and out into the great Cow Commons, where they watched them all day, and at sunset, brought them home again. His two daughters presumed to wear finery beyond their station in life and were summoned to court in 1675. The widow Abigail Bosworth sold her dwelling and about an acre of land to William Baker, Aug. 3, 1702 (16:61), and at that date, the sharp end of the wedge was owned by Richard Sutton. John Baker, son of William, succeeded in the ownership, but the Sutton family gained possession and Ebenezer Sutton sold the lot and buildings, measuring about two acres, to Jeremiah Day, Dec. 27, 1794 (243:3). William Gould bought the property, July 10, 1826 (242:64)

and sold half the house and part of the land to Timothy Ross, July 13, 1832, who acquired the remainder from Joseph Wait, Dec. 3, 1838 (310:113). When the Eastern Railroad was built in 1840, Mr. Ross was building a new house on the opposite side of the street still known as the "Ross house," and conveyed part of his land to the Railroad Co. June 20, 1840 (320:27). He sold his former dwelling to Ebenezer Kimball, June 30, 1840 (320:59), and it came through several owners to Asa Lord, April 22, 1880 (1036:108), whose son, Thomas H. Lord, inherited and still owns. The age of the present house is uncertain, but it appears to be comparatively modern. A part of the lot was acquired by the widow Elizabeth Fellows, Jan. 21, 1850 (423:101). She built a dwelling and bequeathed it to her daughters, Anna Haraden and Lucy Lane, July 27, 1858. (Pro. Rec. 420:227.) Lucy Lane conveyed to Almira L. Shattuck, wife of Milton L., Oct. 25, 1859. (599:165) and her daughter, wife of Nathaniel Burnham, still owns. The building of the bridge over the railroad a few years ago, with the elevation of the highway, has obliterated the original house lots, and occasioned the removal of several of the dwellings from their original locations.

The Theophilus Shatswell Lot.

The house of Haniel Bosworth was the only dwelling on this side of the road for nearly a century. The adjoining six acre pasture or tillage lot was owned by Theophilus Shatswell, brother of John, who removed to Haverhill prior to 1650.¹ He sold the lot to William Marchent, with all his Ipswich estate, Mar. 29, 1653. Mary Marchent, his only child and heir, married Henry Osborne and their son, John, eventually received this lot, bounded on one side by the Common fence and on the other "by the way y^e leads into y^e field to Mr. John Tuttle's." April 20, 1694 (11:147). He sold to Col. Francis Wainwright Feb. 18, 1696/7 (11:262), whose heirs divided it, selling four acres to Dillingham Caldwell, Nov. 28, 1713 (27:128) and an acre, bounded northeast "by the way to Muddy River" to Joseph Foster, Dec. 28, 1732 (65:212).

Mr. Foster was son of Dea. Jacob of the John Tuttle farm and he built his dwelling on his new lot a little way from the homestead. Here his six sons grew to manhood, and then they sought their fortunes. Joseph, a cordwainer by trade, as his father before him, settled in Beverly. Jacob, also a cordwainer, and Isaac, a joiner, went to Billerica. Abraham, a joiner, removed to Boston. Nathan, the third son to choose the trade of

¹ Files of Quarterly Court (printed) 1:191.

cordwainer, remained in Ipswich, and so did James, who became a shop-keeper, the first post-master and one of the early Deacons of the South Church. The Foster heirs sold their old home to John Hodgkins 4th Nov. 12, 1760 (163:3), and his heirs conveyed to Philip H. Kimball, in 1825 (240:12, 243:82), who quitclaimed to John Lunnus, and he, in turn sold to Joshua Lord, April 30, 1833 (270:189). He sold to William Lakeman 4th and the old mansion is still known as the Lakeman house.

William Lakeman sold a small lot to Daniel Richards, who erected a building and sold to Joseph King, April 3, 1856 (585:122). Mr. King built a brick house on the lot, which proved to be upon the site of the raised roadway and it was removed to the opposite side of the road.

The Dillingham Caldwell lot was held by several generations of Caldwells. Samuel Lord, 4th, called "Tory Lord" to the day of his death, March 29, 1819, in his ninety-first year, bought it from John Ringe, May 14, 1801, (167:281), and a portion of the lot passed from the Lord heirs to Albert P. Hills, and from him to John A. Brown, Nov. 18, 1874 (918:90). The substantial brick dwelling and stable of the Brown brothers occupy this lot.

Robert Lord's Pasture

The earliest recorded owner was Robert Lord, whose son Robert Jr., the Marshal, succeeded in the ownership of a part or the whole. Samuel Lord bequeathed his ten acre pasture near Nathan Foster, part of the original, to his son, Samuel, (1755. Pro. Rec. 333:217), Samuel married Anner Nichols of Rowley, int. April 23^d, 1743, who married John Lull after the decease of Mr. Lord, and in 1768, now twice a widow, she wedded Daniel Choate. Her son, Samuel, of Dunbarton, N. H., a tanner by trade, sold half the pasture to John Cole Jewett, a baker, Dec. 2, 1777 (139:83) and the remainder, four acres as it was estimated, to Dr. John Manning. (151:17). Mr. Jewett acquired the whole pasture, and sold part of it to Elisha Newman, now included in the Caldwell lot already described; five acres to Nathaniel Lord Jr. who owned the adjoining lot, Dec. 19, 1795 (188:245); and an acre and a half to his son, Samuel, a mariner, Nov. 1, 1806 (183:4), who sold to William Newman, cabinet-maker, April 29, 1811 (193:86). Mr. Newman had already recovered judgment against Mr. Jewett and gained possession of land, Oct. 26, 1810 (Ex. No. 1:115). John W. Newman, son of William, also a cabinet-maker, sold the lot to Sewall P. Jewett, a painter, July 6, 1850,

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(936:239), which he assigned to Nathan Jewett, July 22, 1853 (484:238), who bequeathed to his son Charles.

Abigail Lord, daughter of Nathaniel, inherited the lot, which her father bought of John Cole Jewett, and sold to William Oakes, April 23, 1839 (313:8), whose widow conveyed it to David Berry, brick-maker, March 29, 1849 (412:95). He acquired several lots and followed his trade here. The clay-pits are still plainly visible. He sold part of this lot, 324 feet on the Rowley road, to John A. Brown, Oct. 31, 1871 (841:118), who built a small house and sold house and land to James W. Ready, Sept. 19, 1902 (1685:316). Charles E. Brown, brother of John A., bought the adjoining lot.

A part of the original Robert Lord pasture, known as "The Little Pasture" about seven acres, owned apparently by Mark Quilter in 1677, was bequeathed by Robert to his son, Nathaniel, (1683. Pro. Rec. 304:16-18), whose son, Nathaniel owned it, and in the division of his estate in 1770, it passed to his son Nathaniel. (Pro. Rec. 346:366). His sons, Nathaniel and Joseph inherited, (1795, Pro. Rec. 363:462) and Nathaniel acquired the whole. His daughter, Anna, wife of Capt. John Kinsman, inherited the north-west portion; Lucy, the wife of Lieut. Aaron Kimball Jr., the southeast part; and Abigail, as has been said, received the field bought of John Cole Jewett. (1820, Pro. Rec. 395:239).

Abigail, daughter of Lt. Aaron and Lucy Kimball, married William Haskell. They sold the lot, inherited from her mother, to Sewall P. Jewett, June 7, 1852 (936:242), who assigned to Nathan Jewett, (484:238), who exchanged with David Berry, the brick-maker, for a lot adjoining the land of the heirs of Nathaniel Caldwell, Jan. 12, 1855 (1229:332).

Part of the Anna Kinsman land, 3 acres, was sold by Jacob Manning Jr. to Nathan Jewett, May 13, 1834 (936:241), which he bequeathed to his son, Charles. (1884, Pro. Rec. 440:296). The remainder was sold by Charles Dexter and his wife, Judith, of Boston, to David Berry, Aug. 3, 1850 (433:51). On this lot he built his dwelling. He had married Mrs. Amy Gould, widow of William Gould, July 25, 1839. The later history of the lot is included in the record of the adjoining land, which was owned by Mr. Berry.

The John French Lot.

John French, tailor, sold to Robert Lord Jr., marshal, 5 acres, part of his planting lot, within the Common field, bounded by Caleb Kimball, north, the highway west and Mark Quilter.

south, June 25, 1677 (Ips. Deeds 4:102). This lot apparently descended to Jeremiah Lord, who devised his estate to his children, August 1771 (Pro. Rec. 347:153). Jeremiah Lord and Rebecca, Beamsley Lord and Sally of Winchendon, conveyed their interest in the estate of their father, Jeremiah, and their grandfather, to Ebenezer Lord, Nov. 22, 1788 (155:201). Ebenezer Lord Jr. sold to William Newman, June 12, 1824 (295:54) and his heirs quitclaimed to David Berry, April 9, 1852 (480:7). He conveyed the lot, which measured 6 acres, 2 quarters, 19 poles, to Susan M. Gould, Aug. 11, 1866, who conveyed to Mrs. Amy Berry. Conveyances and re-conveyances followed but Mrs. Berry owned at her death, and it was inherited by her daughter, Lucy A. Rutherford, wife of Augustus Rutherford. Mr. Berry sold his dwelling with 2½ acres to Rev. Richard Sutton Rust, D. D. of Cincinnati, Sept. 7, 1888 (1229:333), which he conveyed to his niece, Mrs. Rutherford, and she sold to Joseph Begin, April 7, 1893 (1385:89). In default of mortgage, Mrs. Rutherford sold to Charles E. and John A. Brown, Oct. 1, 1895 (1460:280). The house was partially burned, and the ruined house and the lot were mortgaged to Mrs. Rutherford. (1460:282). The cellar is nearly opposite the road to the Edmund Wile farm.

Caleb Kimball's Pasture.

Caleb Kimball was in possession in 1677, and bequeathed his estate to his son Benjamin, (1736, Pro. Rec. 320:261). Samuel Lord Jr. then owned, a portion being set off in 1773 to his widow, Jemima. Samuel Lord's inventory (1804, Pro. Rec. 371:328) contains a three acre pasture, set off as the dower of his widow, Mary. (1807. Pro. Rec. 375:90). John Harris sold the lot to Nathaniel Lord, April 30, 1835, (653:11), whose heirs conveyed to Sarah R. Lamson, Jan. 18, 1863 (652:294), who sold to Moses A. Fellows. (840:264). He sold to A. Augustus Rutherford, April 10, 1874 (1641:510), whose daughter, Elizabeth S., inherited, together with the adjoining land, owned by her mother.

John Tuttle's Pasture.

John Tuttle was one of the earliest settlers and owned various lots granted by the Town. His farm included the tillage land now included in the Edmund Wile farm on the west side of the road, and a large pasture on the east side. This twenty acre pasture on the east side of the highway was inherited by his son, Simon Tuttle. In the division of Simon's estate, the widow Sarah

and his son John received half the pasture, "bounded by the Common fence at the end next the road to Rowley, from Kimball's pasture corner to a white oak, between sd. part and Symon's part," etc. and Simon received the rest, bounded by John Roper's, that was Mark Quilter's, on the northwest, Oct. 28, 1707 (Pro. Rec. 304:45). Jonathan Hale of Bradford, and Susannah, his wife, daughter of John Tuttle, conveyed to Dea. Mark Haskell, who had married Martha Tuttle, sister of Susannah, their interest in the third part of the estate, set off to their grandmother, Jan. 8, 1730 (77:43), March 14 1731 (77:41). John Dennis and Remember, his wife, Thomas Dennis and Martha, his wife, the wives being grandchildren of Sarah Tuttle, conveyed their interest to Dea. Haskell, June 25, 1733. Joanna Whipple, widow of Capt. John, and Susannah Tuttle, singlewoman, daughters of Simon and Sarah Tuttle, quitclaimed their interest to Dea. Haskell, July 6, 1732 (77:42).

Simon Tuttle's half of the pasture was inherited by his son, Simon, who had removed to Littleton, Mass., and was sold by him to Dr. Samuel Wallis Jr., May 6, 1721 (40:12). Dr. Wallis died Oct. 17, 1728 in his 38th year. Abigail, daughter of Dr. Samuel and Sarah (Pickard) Wallis, married Joseph Smith 3^d (intention, March 14, 1740.) Joseph Smith Jr. and Abigail, of Sudbury, conveyed the pasture lot, bounded northwest by James Lord, to Dea. Mark Haskell and Mark Haskell Jr., Nov. 28, 1749 (120:42). Dea. Mark Haskell conveyed to his son-in-law Edmund Heard of Holden, cordwainer, and Priscilla his wife, one undivided half of the whole pasture in common with Mark Haskell Jr., Feb. 24, 1767. (130:192). The southeast half was acquired by Moses Lord, who may have been a son-in-law, as he married Lucy Heard, Nov. 1, 1787, and his heirs sold the lot, 10 acres and 27 rods, to John Harris, March 22, 1834 (286:287). Daniel Haskell, son of Mark, sold the other half of the pasture, about 10 acres, to Edward Harris, March 18, 1833 (268:187), who bought the whole Haskell farm. With the rest of the farm, it was sold by John Harris, Jr., to Joel Nourse of Boston, Dec. 9, 1852 (470:206), who sold to Edward T. Trowfater, Nov. 23, 1857 (562:49), who conveyed to James Damon of Charlestown May 5, 1858 (570:52). A highway was laid out across this lot from the Rowley road, "nearly opposite Harris's lane" to the Muddy River road, in April, 1849.

James Damon sold to Josiah Low of Essex, April 29, 1865 (687:62). Under the Harris ownership, the two parts of the Tuttle pasture had been reunited, and when George Low, son of Josiah, sold the 20 acres to John A. and Charles E. Brown, July 18, 1887 (1200:178), he conveyed the whole of the pasture lot, de-

vised to his heirs by Simon Tuttle. Extensive excavations have been made here for clay for the brick-works, operated by Mr. John A. Brown. Before his death, Simon Tuttle sold $1\frac{1}{2}$ acres on the northwest side of his pasture to Andrew Peters, distiller, Jan. 22, 1668 (Ips. Deeds 4:272). Frances Quilter, widow of Mark Quilter, sold to John Layton, "the pasture my husband bought of Andrew Peters, about 3 acres," July 6, 1679 (Ips. Deeds 4:276).

Mr. Tuttle also sold a 2 acre lot, northwest of the above lot, to Thomas Boardman, which he sold to John Roper, Oct. 23, 1701, Mrs. Sarah Tuttle, widow of Simon, relinquishing her dower in this lot which her husband had sold (20:132). Roper also acquired the Mark Quilter lot, as he is mentioned as an abutter, in the division of the Tuttle pasture. In his will, John Roper devised to his wife, Anna, the use for life and privilege to sell the tillage lot, and pasture lot adjoining Mr. Tuttle,

"to my Cousin Benj. Dutch, the right of redemption of all my housing and land. If he take it up, he is to pay to my sister Sparks, Susanna Annable, Margaret White, Rose Newman, Sarah Newman, Susanna Kinsman £20, and to Hannah Fellows £25."

"to cousins Sarah Caldwell, daughter of John, Mary Foster, daughter of Jacob, 40s."

signed Nov. 22, 1709 (Pro. Rec. 310:169)
proved Dec. 12, 1709.

Benjamin Dutch exercised his right of redemption and sold $2\frac{3}{4}$ acres of pasture land, bounded by land of Dr. Wallis, deceased and the Common fence, south, and 22 rods, bounded south by the County road and north by the Common Field fence, to James Lord, weaver, March 28, 1737 (97:129).

Daniel Smith succeeded in the ownership, who married Hannah Lord, March 7, 1782, and may have inherited. He also acquired the adjoining Shatswell pasture, and the later history of the lot is included in the history of the Shatswell lot.

John Shatswell's Pasture

John Shatswell received large grants from the Town, including the rather indefinite, "beyond Muddy River, next the Common fence within, a parcell of ground betwixt the River & the Land of the say^d John 25 acres without the fence adjoining thereto upon considerations that he lay down 20 acres, granted to him, on this side the River . . ." The Common fence evidently left the road side at Muddy river, and was located at some distance from the highway.

The will of John Shatswell devised to his son, Richard, his

16 acre pasture beyond Muddy river, "if Richard shall not marry with Rebecca Tuttle, which is now intended, my wife Joanna shall have her being in the house, if he die without issue, the estate is to be divided between my brother and sister's children that are here in New England, brother Theophilus, brother Corwin, sister Webster."

signed Feb. 11, 1646 proved 30

March, 1647. (Ips. Deeds 1:22).

Richard Shatswell married Rebecca Tuttle, and children were born to them. He died in 1694 and by will, bequeathed to his son John, with other gifts, "the outside pasture he now enjoys next the Rowley road"; to daughter, Johana £80, to daughter, Sarah¹ in case she quits her interest in that 2 acres marsh her late husband improved—," and the rest to his son Richard.

signed June 28, proved Aug. 6, 1694

(Pro. Rec. 303:238).

John Shatswell sold the pasture, part to Jeremiah Dow, and 10 acres to Francis Wainwright, bounded north and northeast by the Common Fields fence, east and southeast, by the land formerly sold to Jeremiah Dow, with the privilege of a brook running at the east end of said land, with all trees, timber, mines, minerals etc. Oct. 1, 1700 (16:3). He seems to have retained a portion, as a disagreement arose between John and Richard over their father's will and John agreed, "my brother Richard shall enjoy a highway of one rod wide through my pasture at Muddy River for y^e driving of cattle," having "bars next y^e common." March 27, 1711 (24:40).

Jeremiah Dow died on June 6, 1723, providing by will for his wife, Susanna, and bequeathing all the real estate to their only child, Margaret, wife of Henry Greenleaf (Pro. Rec. 313:639). The Greenleafs sold their interest to Benjamin Dutch, Nov. 22, 1727 (49:250). The widow, Susanna Dow, conveyed a two acre tillage lot, which had been set off to her, "to my loving son, Richard Sutton of Charlestown, leather-dresser, March 31, 1735 (73:176).

Francis Wainwright added to the ten acre Shatswell lot two acres by purchase from John Pengry, Jan. 11, 1708 (22:46). In the division of his estate, it was allotted to his daughter, Elizabeth Wainwright. (Pro. Rec. 310:407). This lot and the Jeremiah Dow lot adjoining were acquired by Daniel Smith. He bequeathed his real estate in Ipswich to his three sons, Daniel B., Thomas, and Benjamin. (Will signed Jan. 26, 1844, proved March 5, 1844. Pro. Rec. 412:315). He owned 10 acres of mowing and tillage and 2 acres woodland at Wadleigh's Neck, the 12 acre pasture on the

¹ Sarah, born Aug. 19, 1653, married 1st, Roger Ringe June 9, 1684; 2nd, Benjamin Newman, Jan. 17, 1704.

Rowley road, and 12 acres "Harris's right." (Pro. Rec. 133:143). Benjamin and Daniel B. Smith quitclaimed their interest to their brother Thomas, Jan. 3, 1845 (917:194). Daniel B. made a further quitclaim of one-third of this 12 acre pasture to Thomas and Benjamin H. Smith, May 1, 1862 (917:196). Thomas Smith bequeathed all his property to his nephew Chas. E. Smith, son of Benjamin (447:387). Lucy Smith, widow of Benjamin, bequeathed her interest in the 12 acre pasture to her daughter, Eunice K. Smith. (Pro. Rec. 439:345, Proved Feb. 4, 1884).

Benjamin Smith had bought an acre and a half of orchard land of the administrator of the Isaac Kimball estate, adjoining the Daniel Smith 12 acre lot, April 7, 1824 (1148:160). This was included in the estate of the widow Lucy, which she bequeathed to her daughter, Eunice K. Smith. Charles E. Smith conveyed to his sister, Eunice K. his interest in the two lots, "all the interest I inherited as heir at law from my father, Benjamin Smith, my brothers, Albert and Rufus Smith, and my sister Lucy A. Smith," March 25, 1885 (1148:161). Eunice K. sold 3 acres, adjoining John Dickinson's land on the northwest, and the driftway southeast, to Hannah M., wife of Charles E. Smith, July 7, 1897 (1519:150).

Hannah M. Smith, widow of Charles E. Smith, sold this 3 acre lot to Wilbur F. Smith of Salem and Albert P. Quimby of Essex, Oct. 4, 1906 (1844:388). They laid it out in houselots and sold Lots 1, 2, and 3, to Benjamin Currier, Nov. 5, 1906 (1876:278), who built a small cottage and out-buildings. William H. Smith and Hannah M. Smith, of Ipswich, widow of Charles E. and her son, Chester H. Smith of Medford, heirs of Eunice K. Smith, sold the 12 acre pasture lot to Annie E. Smith, wife of Joseph F. Smith of Somerville, Oct. 20, 1909 (1989:148). The lot was laid out into 45 lots, part abutting on the Rowley road with about 50 feet frontage, the remainder, on a 40 feet way, laid out across the land. (2171:1). Mrs. Smith sold Lots No. 1 to 10, abutting on the Rowley road and the new way, to Nicholas Chionopulos, March 1, 1913 (2201:486). Lots 22 and 23 to the Greek priest, Polycarpe Marinakis, on the same date (2201:488), Lots 24 and 25 to Louis Arbanitis, (2201:491) and Lots 26 to 31 inclusive to Leonidas Calampakas. (2201:489).

The Shatswell pasture adjoined the Pengry farm and with this farm the settlement, now known as the Village, began. It occupied both sides of the highway, and as it is desirable that the settlement should be studied as a unit, return will now be made to the west side of the Rowley road at the railroad crossing, that the lands on both sides of the highway may be considered before the story of the Village is begun.

When the great area of common land was divided into eight parts in 1790,¹ Turkey hill and the land about Egypt river, 954 acres, was set off as the seventh division and "Toward Rowley", 850 acres, was set off as the eighth. The North Division of Turkey Hill Eighth and the Eighth next Rowley were held however by a single body of proprietors, composed of the Commoners who lived adjacent to them. They had rights in the pasture and woodland, clay pits and gravel banks, subject to the rules and regulations made by the Commoners, but no division was made until 1725.

At a legal meeting of the Proprietors of the North Division of Turkey Hill Eighth and the Eighth next Rowley on December 3, 1725,² it was Voted: "That Samuel Wallis Jun^r, Mr. Joseph Fowler, Mr. John Pengry, Mr. Aleeksander Lovewell and Mr. Benj^a Dutch be and hereby are appointed a Committee to Lay out the North Division . . . (excepting the strip of land lying on the northeast side of the Road to Rowley) Into thirty-eight old Lotts and seventeen New Lotts for the Thirty-eight old proprietors and the seventeen new proprietors of said Division to Draw themselves into said Committee proportioning the old and New Lotts According to the proportion that the new Commoners were Admitted to have Interest in the Commons of Ipswich According to Quantity and Quality in their Discretion Leaving out Convenient Roads and highways and Reserving y^e places of Clay and Gravel necessary for use of said proprietors or as hath been formerly Granted and Reserved for the use of the proprietors and Staking and Bounding out said places Reserved and the Roads and highways"

The Report of the Committee was accepted and adopted on May 4, 1726. On May 9th "sundrie of y^e Lotts were Drawn as hereafter set forth." On May 12th, "Voted that the Supernumerary Lotts shall be seattered Into several parts of the division."

Lot No. 1.

This lot, measuring 40 rods on the Rowley road and containing about 4 acres, was drawn by Edward Chapman, who sold to Joseph Foster, cordwainer, Aug. 4, 1726 (46:17), who built his dwelling, as has been noted, on the opposite side of the road on a lot he purchased in 1732. He sold the southeast half of Lot No. 1 to John Kimball Jr. Tailor, Aug. 11, 1726 (55:103), who conveyed to his son, John, the southeast half of the lot, "on which my said son John's house and barn now stands, together with the orchard and buildings on the premises," on May 25, 1752 (101:141). It continued

¹ See No. XVIII, pp. 60-63. "Jeffrey's Neck and the Way Thereto" for a full statement of the division.

² From the Records of Proprietors of North Division, etc.

in the family line and was owned in later years by Charles Lord and his son in law, Eben Kimball. The house still remains a comfortable home.

The remainder of the lot was owned by Nathaniel Kimball in 1760 and subsequently by Joanna, daughter of Benjamin and Lois Kimball, who married Timothy Ross, Feb. 6, 1812. Mr. Ross conveyed land to the Eastern Railroad, June 20, 1840 (319:80), and a small piece on the other side of the road, "from where I am now constructing my new dwelling house."¹ (320:27). The house was mortgaged to Nathan Jewett, who gained possession and bequeathed to his son, Stephen. He mortgaged to Alexander B. Clark (1895, 1542:463), who foreclosed and sold to Alfred Duguay, June 2, 1911 (2089:364).

The other half of the Joseph Foster lot was sold by his heirs to John Hodgkins 4th, cordwainer, Nov. 12, 1760 (163:3). The south-east half was in possession of John and Thomas Hodgkins in 1815, and later, of William Lakeman, whose heirs sold to Joanna Ross, Oct. 27, 1853 (487:259). It passed to Nathan Jewett, with the other Ross property, and a quarter acre was sold by his son, Nathan, to Mary J. L. Tibbetts, wife of Henry, Sept. 8, 1860 (611:295). They built a house and sold to John J. Fowler, the present owner, April 26, 1864 (667:299).

The northwest part of the Hodgkins lot was set off to Isaac Lummus who recovered judgment against John Hodgkins, April 5, 1815 (Exec. No. 2:124). His sons John and Abraham Lummus, legatees under his will, conveyed the same to Joanna Ross, wife of Timothy, Sept. 15, 1854 (501:30). Timothy and Joanna Ross sold to their son, Benjamin K. Ross of Biddeford, March 13, 1858 (570:217). He sold to Nathaniel Archer, who divided the "Lummus lot" into three house lots. He sold a lot, 48 feet front, to Samuel P. Rutherford, March 5, 1860, on which Mr. Rutherford built a dwelling. The executor of the widow, Martha J. Rutherford, sold the homestead to William F. Rutherford of Meredith Center, N. H., Dec. 27, 1899 (1599:62), who sold to Fred W. Turner, Sept. 29, 1900 (1622:232), and he conveyed to the present owner, Joseph Martel, Aug. 2, 1906 (1927:558). Mr. Archer sold a similar lot to Aaron A. Rutherford, who built the house now owned and occupied by his daughter, March 5, 1860 (705:101). On the third lot Mr. Archer built a dwelling for himself which his heirs conveyed to Eliza J. Ricker, wife of Charles, 6-7 of land & buildings, April 16, 1892.

¹ Page 12.

Lot No. 2.

This lot, described as "an old Lott containing about nine acres," about 24 rods wide, was drawn by John Day by his grandfather's right. Benjamin Dutch, saddler, sold half of it to Joseph Bolles, Dec. 8, 1737 (83:106) and conveyed to his son, Benjamin Dutch, joiner, "five full acres on the southeast side of my old lot No. 2," Oct. 30, 1741. (83:63). Major Thomas Burnham 4th and Rebecca, his wife, in her own right, sold the lot to Robert Wallis, June 12, 1789 (150:152), who reconveyed to Major Burnham, Sept. 5, 1789 (159:102). Thomas Burnham 3^d Esq. sold it to John Hodgkins 3^d, Gentleman, June 4, 1795 (160:29). John Hodgkins Jr., trader, conveyed to Moses Goodhue, shipwright, March 27, 1807 (180:153). Lewis Titcomb and Sarah his wife, heirs of Mr. Goodhue, sold to John D. Harris, May 31, 1876 (954:227), who sold to Henry C. Jewett of Lynn, Oct. 21, 1878 (1007:76). Mr. Jewett sold a lot with house, to Aretas D. Wallace, June 23, 1908 (1927:381), the balance of the land having been sold previously to Philip Kimball and Gustavus Kinsman, Nov. 16, 1901 (1657:295). The new owners opened up a way across this land to the Linebrook road and divided it into house lots. Lots 1, 2, 3, 4, on the plan recorded in the Registry of Deeds, were sold to Joseph A. King with right of way in the new road, Nov. 12, 1906 (1864:356). The brick dwelling of Mr. and Mrs. King, built on the east side of the road, was removed to this new lot when the bridge over the railroad was built, and Mr. King conveyed the title to Lots No. 1 and No. 3 with the brick house to his wife, Abbie F. King, March 6, 1907 (1864:358). He sold Lot No. 4 to Tilden B. Haskell of Salem, on the same date (1864:357).

The Joseph Bolles lot was inherited by his son, Charles Bolles, and by his son-in-law, Dr. John Manning, who married Lucy Bolles, daughter of Charles, Nov. 25, 1760. It was occupied by Major Robert Farley in 1807, and was owned and occupied later by Ammi R. Smith, whose executors sold to Daniel L. Russell, Oct. 1, 1849 (419:213). Mr. Russell erected the buildings and made his home here until his death. The heirs sold the estate to Matilda F., wife of André Woodbury, May 29, 1888 (1224:559).

Lot No. 3.

An old lot, about 10 acres, was drawn by

"Perkins Abraham $\frac{1}{2}$ one at y^e Island & Jewett Nehemiah Esqr^s $\frac{1}{2}$ one by the Town each one half Drew No. 3."

Ephraim Jewett sold the half drawn by Nehemiah Jewett to Stephen Perkins, March 28, 1727 (49:175), and Hannah Perkins,

widow and executrix of Beamsley Perkins, mariner. Stephen Glazier, fisherman, one of the children of sd Hannah Perkins and legatee of Beamsley, Benjamin Glazier of Ipswich, another child of Hannah and legatee, Thomas Treadwell 3^d and Sarah, his wife, which Thomas is a cordwainer, Hannah and Martha Perkins, spinsters and children of Beamsley, sold half of No. 3 to Stephen Perkins, shopkeeper, Jan. 25, 1727-8 (50:132).

The other half had been drawn by Abraham Perkins, father of Capt. Beamsley. The deed recalls an interesting episode. On May 27, 1700, Abraham Perkins complained that Rev. John Emerson of Gloucester had married his son, Beamsley, some two years before to Hannah Glazier "in private." She was the daughter of Nathaniel Emerson Sen. of Ipswich, and had married Zacharias Glazier April 24, 16[86?]. The Quarter Sessions Court passed a severe sentence on June 25th, 1700.

"Mr. John Emerson of Gloucester, minister, being complained of by John Appleton, County Treasurer, for marrying Beamsley Perkins and Hannah Glasier, both of Ipswich, sometime in the year 1697, contrary to the law of the Province, was sentenced to pay £50 fine and to be forever hereafter disabled to joyn persons in marriage & pay costs." He appealed to the next Superior Court, but he died on Dec. 2nd.

Anthony Loney gained possession of the lot and sold half to Joseph Bolles, March 29, 1736 (75:210) and two acres more, March 28, 1738 (74:121). Mr. Loney conveyed a quarter of the lot to John Gamage, Feb. 13, 1737 (75:218), which was sold by William Gamage of Cambridge, executor of the will of his uncle, to Charles Bolles, son of Joseph, Oct. 26, 1753 (101:256), who was now owner of half of No. 2, the whole of No. 3, and as will be seen, a small interest in No. 4. His daughter Lucy, wife of Dr. John, inherited the land. The Manning heirs sold to Joseph Baker, July 31 and Aug. 16, 1826 (243:87, 88), who enlarged the farm by the purchase of the lots abutting on his land and the Linebrook road and sold his holding to William Oakes, July 30, 1836 (295:139). A fortnight afterward Mr. Oakes bought the adjoining lot, the history of which may be sketched very fitly at this point.

Lot No. 4.

"Nathaniel Lord by Philip Lord. Drawn by Joseph Bolles."

His son, Charles, inherited, and bought from "John Kimball, Gent, and Elizabeth my wife, Dafter of Marcy Lord, deceased," a small interest, "an estate of inheritance." Nov. 7, 1744 (103:40). Dr. John Manning and his wife, Lucy, sold their interest to Dr.

Thomas Manning, son of Dr. John, the famous physician of Ipswich, August 16, 1826 (249:88, 89). His dwelling is now the parsonage of the First Church, and his legacy resulted in the establishment of the Manning School. Dr. Manning sold to William Oakes, Aug. 15, 1836 (295:142), who made further enlargement of his farm by the purchase of 2 6-10 acres, the western half of Lot No. 10, from the heirs of Daniel Russell, Oct. 21, 1840 (402:122) and 3 acres from John Lane and his wife, Mary, Dec. 7, 1839 (388:117).

Upon the death of Mr. Oakes, his widow, Sarah P. Oakes, sold the whole farm, now $38\frac{3}{4}$ acres, mowing and tillage land, to Sylvester Goodwin, March 29, 1849 (411:210). He conveyed to William J. Tarr, "excepting certain right of the Town to take gravel," made April 14, 1860, on Dec. 3, 1870, and Mr. Tarr sold to Edward Dole, Nov. 18, 1874, (917:66) whose heirs still own.

Lot No. 5.

"Perkins Samuels widow to his heirs
Rolf's right drawn by y^e widow."

Samuel Perkins married Hannah West, —, 1677. The Town Records mention only three of the children, Samuel, born Nov. 26, 1679; Elizabeth, born June 13, 1685, married Nathaniel Hart, Jr., March 29, 1731; and John, born May 12, 1692.

Samuel Perkins conveyed to Daniel Giddings his share in this lot, about an acre, August 11, 1755 (102:176). Francis Perkins of Newport, mariner, quitclaimed to Mr. Giddings his right in the estate of his uncle, John Perkins, of Ipswich, mariner, and his brother, John Perkins, late of Valentown, Conn., mariner, August 12, 1756 (103:186). John Harris, administrator of John Perkins, conveyed to Mr. Giddings an undivided three-fourths of the lot, April 2, 1760 (109:28). The widow Elizabeth Hart of Rowley sold her undivided quarter, June 13, 1762 (116:19).

Daniel Giddings of Claremont, N. H. conveyed the title to the whole nine acres, formerly the property of the late Daniel Giddings, to Dr. John Manning, Sept. 1, 1797 (167:135), who sold to John Lord, Jr., mariner, December 29, 1810 (195:151). He sold the lot to his son, John Lord 3^d, mariner, October 8, 1831 (262:170). Elizabeth D. Lord, widow of Capt. John Lord Jr., ship master, and the other heirs conveyed to Edward Ready, laborer, the lot with a barn, April 15, 1869 (770: 282), who sold the land with a house to James Ready, March 17, 1891 (1305: 121). Mr. Ready bought the building used as a shoe shop by Asa Brown, on the County road, after his decease, moved it to this lo-

cation and remodelled it for his dwelling. James conveyed to his son, James W. Ready, January 20, 1899 (1567:482).

Lot No. 6.

Thomas Norton and James Brown, the Committee of the Commoners, sold No. 6, a supernumerary lot, at auction to the highest bidder, Benjamin Dutch, "bounded northeast by the County Road 20 rods to a stake, then to the east corner of William Tuttle's land, so along by sd Tuttle's land, to a stake 2 rods at y^e East side of y^e Brook near y^e barn and so to y^e bridge over sd. brook thence to a second stake No. 6. in y^e centre line about 3 rods from Tuttle's door, then by the line to the lot No. 5, reserving 8 rods square at the clay pitt in sd. lott for y^e use of y^e proprietors for digging clay, making bricks, and y^e privilege of a way granted and confirmed to Mark Haskell at proprietor's meeting, May 14, 1731." Dec. 22, 1731 (59:99). Dutch sold 2 acres on the southwest end of the lot, bounded northwest by the road reserved to Mark Haskell to Job Harris, Jan. 10, 1731-2 (60:50); 3 acres to William Sutton, bounded southwest by Harris, March 11, 1731-2, (59:266) and 2 acres more, reserving a convenient cartway from the road, and the privilege of digging clay and making bricks, Feb. 1, 1733-4 (68:125). The remaining 3 acres had been sold, prior to the latter sale to Sutton, to Nathaniel Lord. In the inventory of the estate of Nathaniel Lord the item occurs, "2 acres of land at Comfort, so called." Oct. 26, 1770. (Pro. Rec. 346:366). This was assigned to his son, Aaron. It descended to Nathaniel Eord and a part of it fell to his daughter, Margaret Lord. Nathaniel M. Lamson recovered judgment against Margaret Lord of Lowell, and the lot on Comfort Hill was set off to him. (Executions, No. 12:225.) Caleb Lord and others had previously sold to Sarah R. Lamson, wife of Nath. M. and daughter of Nathaniel Lord, part of this lot, June 18, 1863 (632:294). Lamson sold 2 ½ acres at a place called "Comfort Hill", to Aaron Lord, April 29, 1871 (873:182), who sold to Charles E. Brown, Sept. 16, 1872 (916:2), who conveyed to his brother, John A. Brown, Jan. 29, 1878 (1003:243).

The Brown brothers were brickmakers, and they utilized the ancient clay pit and manufactured bricks for several years, until they established their new yard on the opposite side of the road.

The William Sutton lot was inherited by his son, Richard Sutton. At his decease, an acre and a half pasture, part of this lot, was assigned to his daughter, Catherine, wife of Henry Russell, Jr., and 3½ acres of mowing and tillage was assigned to his daughter,

Sarah, wife of Daniel Russell, July, 1826. (Pro. Rec. 403:504-7). The Russell heirs sold to John A. Brown.

The third lot, owned by Job Harris, passed to his son, John Harris, cooper, by quitclaim deed from James, a hatter, and his wife Susanna, April 4, 1772 (131:124). He sold to Mark Haskell Jr., May 6, 1795 (203:207). The lot continued a part of the Haskell farm for many years, but was sold by George Low to John A. Brown, who thus acquired the whole of No. 6, May 4, 1907 (1873:428).

The John Tuttle Farm.

When the lots were divided in May, 1726, the farm now owned by Mr. Edmund Wile, was owned and occupied by William Tuttle. In 1641, John Tuttle laid down land on the South side of the river "in consideration of 30 acres of marsh and a parcel of land on both sides of Muddy River." (Town Record). His ownership of land in this vicinity may be due to this grant. John Tuttle was brother of Richard Tuttle, who settled in Rumney-Marsh, now Chelsea, in 1635, whose family became large and influential through many generations.¹ He was living in Ireland in 1653, but his wife, Joanna, remained in Ipswich. Before she sailed to join her husband she made an agreement, dated March 18, 1653-4, with Richard Shatswell, that he would pay £24 each year in corn, also 2..... and one cow, for the rental of her house and land, "also all her meadow, marsh and broken up ground within the common fence."² Her son-in-law, George Giddings, who had married her daughter, Jane, and Joseph Jewett were appointed her attorneys. A few years later, several lawsuits arose concerning the ownership of a mare, which was claimed by her son, Simon, and later, for damages against Shatswell for his neglect or wanton injury of the property and non-payment of rent. These law suits were the occasion of the filing of several letters from Mrs. Tuttle, which possess a quaint interest as illustrations of the letters and the literary style of the period, and shed much light on the family history.

"To my Deare & Louing Daughter Jane Gidding att Ipswich, in New England These:

Dauter Jane hauing an oportunity I could nott omit to lett you understand that we are all in good health blessed be god. I hop you Receaved my last dated in february wherein I wright largely which now I shall omit god hath dealt graccously with me and fred me of the troubles of the world the lord give me grace now

¹ History of Chelsea. Chamberlain, 1: 112, etc.

² Records and Files of Quarterly Court. Vol. II, p. 365. (Printed).

to spend the litell time I haue to liue more to his glory the letter I Receaved from you I lay by me as a cordiall which I often Refresh myselfe with. If you know how much it Rejoyced me to hear from you you would nott omite I pray lett me hear how your breach is made up in Respect of the ministrey which I long to hear if you haue M^r Cobete I pray present my loue to him and tell him I liue under a very honst man wher I injoy the ordinances of god In new england way we want nothing but more good company the lord increase the number. Jaen I pray intreat your husband to looke to oure besines I hear Richard Schwell hath paid noe Rent I pray speake to him and get it 48 li send me word what increase ther is of oure mare and whether Thomas Burnam have groncelled the house ore not simon deals very bad with his father he lies at Barbados and sends noe Retorns butt spends all, his father will have no mor goods sent to him. I could wish I had no such cause to writ I thinke he and John intends to undoe ther father. Jane you haue many sons the lord blese them & make them comforts to you & nott such afflictions as ours are I haue done only my dear and hartly loue to your hussband & selfe and children I leav you to the lord how is abell to keep and preserve you to his heauenly kingdom which is the prayer of your dear and louing mother

Joanna Tuttell.

Carrickfergus,

Oct. the 3^d, 56

my deare love to you yo^r husband and yo^rs

J. T.

The second letter is addressed,

"To her loning son Gorg Giding dwelling In Ips in New Eng-
land these:

Sone Giding and dauter

these are to lett you understand that the lord hath taken to himself my deare husband & left me disolat In a straung land and in dept by Reson of Simans keeping the Returnes from barbadous grife that ||he|| hath taken for his to souns hath brought ||upon him|| a lingring deseas lost his stomuee and pined away never sick tell the day before he died which was the 30th of december I pray talke ||with|| M^r Jeuet about that which I left with you & him this 3 yeares. I have nott hard of anything that he hath done I cannot hear of the cattell nor what increas the mare hath nor the Rent I pray lett things be Ready for I have wright to John lawrence to take them into his hands if Simon ore John should com lett nott them meddell with anything there my husband hath given them som thing in his will which I shall paie them now I will keep the state in my one hand as long as I live it may be I

may se new ingland againe I pray louke to my house that it be not Reuined. hanna is to be married shortly to a good husband one that lous her well and a hansom man she is a great comfort to me. I sent Jane a smale token by M^r weber that went from hence to Jeimcas and so to new england. I like Ierland very well we haue nether frost nor snow this winter butt very tempeat weather which agrees with me well my husbands death went neare the lord give me good of it & make up my losse in him selfe a teach this — sharp Rod to submit to the will of my god. that — I had need of it I pray Remember me att the throne— I should be glad that you would Right to me that I may heare from you. I have not one letter this yeare which I wonder att. Remember me to all yours and to all my friends that aske of me no more att present butt the lord bless you with all sprituall blessings in heavenly things in Christ which is the prayer of your affecinat mother

Joanna Tuttell

hanna Rem her kind loue to you & all yours
Carrackfergus the 6th of Apriell 57.

The third letter is addressed.

"These For her beloued sonne M^r George Gidding att Ipswich in New England";

Carrickfargus, 20 March '57.

Sonn Giding I Receaued 2 letters from you and am glad to heare of your welfear with yours I wonder I heare nothing from Mr. Juede I heare he improues my estaet to his one advantag I praid him to pay my son martin 12^{li} in good goods and he lett him haue nothing butt beefe that none else would take I pray you to take care of my estat att Ips and lett nott him do what he list butt take a count of what he doth ther is 4 yeres Rent this march which coms to aboue a hundred pound and in depts ninty seauen pound and I heare my cossen John Tuttle would by the horse he will nott lett him without he pay him Englich goods I sent to deliuer goods to my sonn John lawrence to send me 50 li worth of beaur. I have depts to pay in london and want it much Thomas burnum wold know what to do with the mares if he can not keep them all lett John Tuttell ore you take to of them and for the Rest of the Cattell if they be chargabell sell them ore lett them to some that will haue care of them I am to remoue againe 16 mills nerer my sonn that married my daueter hannah hath the imployment that my husband was in the tresury is Remoued to another towne & we must goe with it the presence of the lord goe with us they are very louing to me and my life ther by Is very comfortable. If I should com to new Ingland I fare I should goe a beging if Re-

portes be true my estate de Cays apase for want of lookeing to
 I heare the house gos to Ruine the land spends it selfe the cattell
 dye the horses eate themselves outt in keeping so I am licke to haue
 a small a count butt I hop it will nott proue as I heare if it should
 he that knows all things will a veneg the widows cause I pray Rem
 me to your wife my Dear Child hanuah Rem her loue to you all
 so doth M^{rs} haries the potecaris wife that liued in saint Albanes
 she dwellse next house to me I haue nott ellse att present butt the
 blessing of the lord be with you & yours

I pray send no goods to simon I heare that of him which will
 bring my gray head with sorow to the graue with tears I con-
 clued and Remaine

Your poore mother

Joanna Tuttell¹

These letters of this heavy-hearted woman reveal painful fam-
 ily secrets, the selfish greed of the sons, John and Simon, the over-
 reaching of the trusted family attorney, the decay of the estate and
 keen parental anguish. The Tuttle homestead was on High Street,
 adjoining the Shatswell and Fowler homesteads, but these letters
 indicate that there were also farm buildings on Comfort hill or
 on the road to Muddy river.

Simon Tuttle, son of John and Joanna, who had been engaged
 in trading ventures in Barbadoes, became owner of the Comfort
 hill farm and made his home on the hill. His wife, Sarah,
 was the mother of twelve children. The eldest, Joanna, whose
 name is recorded erroneously in the Vital Statistics as Hannah,
 born Sept. 4, 1664, married, first, Pickard, second, Edmund
 L. Pottar of Rowley int. Nov. 20, 1701, and third, Capt. John Whip-
 ple Jr., April 14, 1703. Simon, the eldest son, was born Sept. 17,
 1677. Following these were John, Elizabeth, Sarah, Abigail, Su-
 sanna, William, Charles, Mary, Jonathan and Ruth, the youngest,
 who was born on Aug. 16, 1685 and married Ezra Rolfe of Brad-
 ford, Sept. 17, 1728. Mr. Tuttle died in January, 1691, but his
 widow survived forty years. She died on Jan. 24, 1731, aged eighty-
 six.

His inventory, taken March 25, 1692 (Pro. Rec. 304:45), men-
 tions the dwelling, barn, and about 3 acres of homestead; "the
 house and one acre of land, y^e homestead John Tuttell lives in";
 and various pasture and tillage lots. It has been said in the an-
 nals of the Foster farm, now known as the Mitchell farm, that
 John Tuttle's dwelling was sold to Jacob Foster before 1701. The
 lands were divided by an agreement between the heirs on Oct. 28,
 1701.

¹ Records and Files of Quarterly Court: II, 142 (printed).

Simon Tuttle, the eldest son, married Mary Rogers. Sarah, the eldest, was born Oct. 11, 1697, followed by Margaret, Elizabeth, Hannah, Simon, Samuel, Luey, Priscilla and John, who was born Oct. 26, 1718. Simon Tuttle, then of Littleton, conveyed to Dr. Samuel Wallis Jr. the pasture lot he had received under his father's will, May 6, 1721 (40:12), from which it appears that he had removed from the old Ipswich home shortly after the birth of his youngest child, when he was more than fifty years old.

John, the brother of Simon, married Martha Ward, Dec. 3, 1689, and their children were Martha, born in 1690, married Mark Haskell of Gloucester, int. Jan. 14, 1709; Mary, who married Nathaniel Warner; Remember, who married Job Harris of Gloucester; Abigail, married William Haskell of Gloucester; William and Susanna, who married Jonathan Hale of Bradford, Nov. 10, 1729.

The father of the family died on Feb. 26, 1715-6, in his 49th year. Shortly after, the widow addressed a petition to the General Court "setting forth that the said John Tutthill some time before his death made an exchange of a considerable Parcel of Lands with the Proprietors of Ipswich to the Value of about Two hundred Pounds & fenced in said lands with great charge but died before he had made a Conveyance of the said Land to the sd. Proprietors, praying that she may be enabled to make such legal conveyance...." Her petition was granted.¹

William, son of John and Martha, baptized on Sept. 30, 1705, had inherited the homestead and farm on Comfort hill. He died Dec. 10, 1726, in his 22nd year, leaving no direct heir. The estate included the house, barn and 34 acres in the homestead etc., a man servant called John Mark, a pair of gold buttons and 3 pair of silver buttons. (Filed Jan. 22, 1726-7. Pro. Rec. 315:445).

Three of the sisters conveyed their 3-5 interest in the real estate of their late brother to their brother-in-law, Mark Haskell of Gloucester, April 13, 1727 (51:53) and Susanna Hale conveyed her fifth to him on Jan. 8th, 1730 (77:43). Their grandmother, Sarah, wife of Simon Tuttle, died as has been noted on Jan. 24, 1731/2, holding title to a third in her husband's estate, which had been set off to her. Her daughters, Joanna Whipple, widow of Capt. John, and Susanna, single woman, quitclaimed their interest to Mark Haskell, July 6, 1732 (77:42); the grand daughters making similar conveyance (1731, 60:239, 240; 77:41; 1733, 77:42).

Deacon Mark Haskell became a prominent figure in the town. He occupied the farm until his death, Aug. 25, 1775, in his ninetyeth year. His wife, Martha, died in her 73^d year on May 15, 1763. He married the widow Elizabeth Burnham, int. Oct. 24, 1767, who

¹ Province Laws. 1716-17, Chap. 16.

survived him and lived until January, 1789, attaining the great age of 99 years 7 mos.

His son, Mark, who owned already some land in common with his father, succeeded to the ownership, and bought adjoining lands, a two acre lot of John Harris, May 6, 1795 (203:207) and 12 acres of William Homan of Beverly, on the Linebrook road, Jan. 9, 1799 (203:207). Daniel Haskell, executor of the will of Mark, conveyed the farm, 57 acres including a ten acre pasture on the opposite side of the road to Rowley, to William Couant Jr. Dec. 1, 1825 (240:31) who reconveyed to Haskell (240:32). He bought $5\frac{5}{8}$ acres on the Linebrook road from Edward Harris, March 11, 1833 (268:187) and sold the whole to Edward Harris, about 70 acres, March 18, 1833 (268:187). It passed to John Harris Jr., who sold to Joel Nourse of Boston, Dec. 9, 1852 (470:206), to Edward T. Trefatter, Nov. 23, 1857 (562:49); to James Damon of Charlestown, May 5, 1858 (570:52) to Josiah Low of Essex. (687:62).

George Low, son and heir of Josiah, sold the 20 acre pasture on the east side of the Rowley road to John A. and Charles E. Brown, July 18, 1887. A lot in the lane was sold by George Low, son of George, to John A. Brown, May 4, 1907 (1873:428), and the remainder of his interest in the farm including the buildings, to Edmund Wile, March 13, 1908 (1913:441). The house and barn were totally destroyed by fire but Mr. Wile erected at once fine new buildings.

The large field with a barn on the Rowley road, $19\frac{3}{4}$ acres, was inherited by Alice M. Scotton, daughter of George Low and wife of J. Frank Scotton, and sold by her to G. Adrian Barker, Jan. 24, 1911 (2064:78).

Lot No. 7.

Isaac Jewett's new right, drawn by Samuel Pickard Jr. for Jewett's heirs, five acres, bounded by the road on the northeast side and the Haskell farm on the southwest, was sold by David Russell Jr. of Littleton and his wife, Mary, to Mark Haskell, Oct. 20, 1735 (70:53). Joseph Tuttle Jr. and Abigail of Sudbury conveyed to Mark Haskell and Mark Haskell Jr. a pasture near Muddy river, near the Rowley road, $8\frac{1}{2}$ acres, Nov. 28, 1749, and Nathaniel Smith sold his interest in a half of a 10 acre pasture, lying between the Haskell farm and the Boxford road, July 21, 1758 (105:95). This lot thus became a part of the Haskell farm.

After laying out No. 7, the Committee went to the Boxford road and laid out Lots Nos. 8 to 13 on that road, bounded by the divisional line on the southeast. "We made a center line from

the westerly part of Tuttle's land to y^e 80 Rod Stake, by the path up Pengry's Plain (now Mile Lane) and began a third Range of Lotts with No. 14."

Lot No. 14.

"bounded southeast and south partly by No. 7, partly by Lord's Little Pasture and partly by Tuttle's land" was drawn by Alexander Lovell Sen. Alexander Lovell Jr. sold it to Benj. Dutch, "the original right of Moses Day," April 16, 1729 (54:48), who conveyed to his son, Benj. Jr., Oct. 31, 1751 (104:78). Benj. Dutch, Jr., miller, and Sarah, sold to Mary Lord, "wife of James Lord, spinstress," March 7, 1758 (104:160).

It passed by inheritance to Nathaniel Lord and his heirs. George W. Langdon and others quitclaimed to Caleb Lord, one half the cow-pasture about 16 acres. June 18, 1863 (653:164) and Caleb Lord and others quitclaimed to Martha W. Langdon and others on the same date. (664:130). Nathaniel H. Lord and others sold the lot, containing 16 acres, to Aaron D Wells, May 19, 1910 (2032:443). "Lord's Little Pasture", mentioned in the original division, is included probably in this lot.

Lot No. 15.

Drawn by John Lord, "by his father's Entry and Settlement."

Samuel Lord, Jr. sold this lot, 9½ acres, to Benjamin Caldwell and son, Benj. Jr., June 1, 1791 (158:108); who conveyed the same to Benjamin Lord and Isaac Kimball, March 13, 1798 (164:36). In the division of the estate of Benjamin Lord, who died July 8, 1818, there was set off to the widow, Sarah, "a piece of pasture land in common with Isaac Kimball near Pingrey's Plain; all that part northwest of a straight line beginning at the highway and running straight to the land of Nathaniel Harris." (Pro. Rec. 394:267.) Benjamin Lord and Huldah, his wife, of Falmouth and other heirs conveyed to Nathan Jewett their interest in the dower of the widow, May 10, 1838 (936:235). In May, 1842, Isaac Kimball sold to Mr. Jewett, "Giddings pasture," "being a cow-right therein," 2½ acres, "known as the dower of late widow of Isaac Kimball." (936:236). He also acquired Lot No. 16 in the original division.

Lot. No. 16.

A new lot, about 12 rods wide, "Shoreborne Wilson's new right, drawn by Capt. Stephen Perkins." It was acquired by John Kimball, Jr., and was included in the inventory of his estate in 1757. (Pro. Rec. 337:15).

Lient. Jeremiah Kimball inherited from his brother, John, and his estate included a six acre pasture at Woods lot and an eight acre pasture at Pingrey's Plain, one half of No. 17, (1765, Pro. Rec. 342:395). In the division of the estate, his son Jeremiah received "2 cow rights in Woods Pasture in partnership with Daniel Ringe" (1776, Pro. Rec. 351:458). Charles Kimball, son of Jeremiah, sold Woods Pasture, now described as containing 20 acres, to Nathan Jewett, May 4, 1858 (936:237). His son Stephen inherited and mortgaged to Alexander B. Clark, Nov. 8, 1895 (1463:296), who foreclosed and took possession (1542:466).

Lot No. 17.

An old lot, about 32 rods wide on the road, assigned to Alexander Lovell, by his father's right. In consideration of a deed of quitclaim to Lot No. 9 by Thomas Boardman, Stephen Jewett, Nathaniel Jewett and George Hibbert of Rowley, Alexander Lovell, cordwainer, quitclaimed to them his interest in No. 17, "that was my father Lovell's", May 19, 1732 (59:205). Andrew Burley, Nath. Jewett and George Hibbert sold to Nathaniel Lord Jr. carpenter and John Kimball, tailor, No. 17, 16 acres, Jan. 7, 1733 (82:79).

John Kimball, it was stated in the sketch of No. 16, owned the "Woods Pasture", No. 16, adjoining, and his half of No. 17 passed with No. 16, to his brother Jeremiah etc. The other half was owned by Mr. Lord at his death, and in the division of his estate, "half an old right in the square lots near Pingry's Plain," fell to Aaron. In the inventory it was entered as "8 acres pasture near Pingrey's Plain," Oct. 26, 1770 (Pro. Rec. 346: 366, 493). Stephen Lord, son of Aaron, sold the lot to Capt. Nathaniel Lord Jr., together with "Harts Nubes, so called in Green Creek and the window frames so called." Feb. 12, 1817 (212:262). Capt. Lord conveyed to his sons, Caleb and George A. of Ipswich and Nathaniel H. of Lynn, July 5, 1858 (653:164). George A. and Nathaniel H. Lord sold to Frances Mary Smith, wife of Fred A. Smith, March 18, 1910 (2144:414).

Lot No. 18.

An old lot, "bounded on the north east end by the Country Road about 34 Rod wide, . . . to a stake at the corner where the way is Layed out from the Great Road over the Plains up toward turkey hill Road to Chapman's, then on the north west side by the path up the plains" drawn by John West, by his father's right. It was inherited by Elizabeth, daughter of John, and widow of

The first of these is the fact that the United States is a young nation, and that its history is a history of growth and development. It is a history of a people who have been able to adapt themselves to a changing world, and who have been able to maintain their principles in the face of adversity. The second fact is that the United States is a large nation, and that its history is a history of a people who have been able to maintain their principles in the face of adversity. The third fact is that the United States is a free nation, and that its history is a history of a people who have been able to maintain their principles in the face of adversity.

CHAPTER I

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CHAPTER II

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. . . . Head of Bradford and conveyed by her to her son, James Head of Bradford, who sold the lot, 15 acres, to Benjamin Dutch, April 1, 1734 (66:76). Doctor John Manning sold the lot, known familiarly as the "Gallows Lot," to John Harris Jr. 20 acres, 1784 (151:144). Upon the death of Mr. Harris, his land was divided into seven parts and assigned to his children, Rebecca, wife of Jonathan Haskell, receiving the lot on the corner of the Rowley road and Mile Lane. Adjoining lots on Mile Lane were apportioned to Prue, wife of Ebenezer Harris; Joanna, wife of Stephen Pearson, Jr.; Mary, wife of Robert Stone; Susanna, wife of John Raynes; Sally, wife of John D. Cross, and his son, Edward Harris. (1814, Pro. Rec. 385:463). The corner lot, ten acres, was sold by Ebenezer Harris to William J. Tarr, May 13, 1876 (986:242), who conveyed to his wife, who sold his whole holding in this locality, 23 acres, to John Dickinson, May 3, 1886 (1172:75). In default of taxes, the lot was sold by the Town to John O. Porter, July 23, 1898 (1554:190), who sold to William H. Knowlton, February 26, 1912 (2134:178). The name, Gallows Lot, was applied to the 2½ acre lot on Mile Lane, the sixth from the Rowley road, which John D. Cross sold in 1849, and Mrs. Tarr bought in 1874 (953:210).

Ipswich Village.

Though the name, "The Village" or "Ipswich Village," as applied to this neighborhood, is of comparatively modern origin, the settlement itself dates from the beginning of the Town. Robert Muzzey, Thomas Emerson, John Gage, and others received the original grants, and at a very early period houses were built, and Jewett's grist mill, on Egypt River, before the century was ended. The annals of this little community are of singular interest.

The Pengry Farm.

"Muddy river," to which frequent allusion has been made, a sluggish stream that drains the meadows and swamps on both sides the Rowley road, was Muddy river from the very beginning of our annals. The other stream or brook which crosses the road near the pumping station, has borne a multiplicity of names. Its upper waters were called Bull brook at a very early period, but the first settlers had a penchant for "rivers" and they named it the river Abith. There is a Hebrew word, abeth, which means a reed or bulrush, or the papyrus of the Nile. Reeds and bulrushes still abound in the lower reaches of the stream, and it may have pleased the Rev. John Norton, one of the most learned men of his day, whose farm was bounded by it, to recall the old Egyptian stream in the title of this humble water-course. In 1640, the name North

river was its recognized title, but Egypt river has been the favorite name from ancient times to this day, though it becomes Rowley river when the winding stream widens into a tidal estuary.

Adjoining the Shatswell pasture, John Gage had a lot of generous dimension probably, as he built a house upon it, and Nathaniel Stow had a grant. Joseph Jewett, one of the most prominent men of Rowley, bought these lots, June 12, 1656, (Ips. Deeds 1:173) and also part of the Shatswell land. At his death, his brother, Maximilian, was appointed overseer of his two youngest children, Joseph and Faith, and he accepted as the portion of Faith, who was then affianced to John Pengry: "the house that is upon the field that was formerly Goodman Gage's & Goodman Shatswells', together with the barne & the land afore mentioned and also that piece of land that lies betwixt y^e house and Egypt River, together with 16 acres of land that lies within the common fence that was bought of Goodman Lord & Goodman Kingsbury," with an interest in land in the vicinity of Wilson's Hill. (Ips. Deeds 2:187.)

The house was then occupied by Aaron Pengry, son of Deacon Moses Pengry, the salt maker.¹ John Pengry and Faith Jewett were married on May 20th, 1678. He had been enrolled as a soldier in the King Philip war in 1675 but his service is not recorded. In March, 1680, he leased Little Neck from the Feoffees of the Grammar School.² A painful duty fell to his lot in January, 1692-3,³ when he was chosen a member of the "Jury for Tryalls," for the trial of the last of the unfortunates, who were charged with witchcraft. Three were found guilty and sentenced to death.

The young bride, Faith Pengry, is the first woman who comes to our notice in the little hamlet, which had sprung up in these solitudes. She had never known the privilege of education which all children now enjoy. Certainly she had never learned to write, for when her husband sold some woodland in 1708, she could only make her mark. We hope she had learned to read, but reading brought no such comfort and diversion to the women of those times, as it affords the people of today.

The wives and mothers had few moments that could be snatched from their endless toil by day or night for even the humblest literary pursuits. Could they read, they had their Bibles indeed and they prized them well, but there were times when they were too weary for the old Book. But newspapers were unknown, and the few books of the family needed no five-foot shelf. Some dull volumes of divinity were almost the only books that found favor in Puritan households. We look in vain in the inventories of the time for the great Puritan poet, John Milton. Shakespeare's

¹ Deposition. Moses Pingree & John—1684. 7:12.

² Publications of Ipswich Histor. Society, XVIII:82.

³ Ipswich in Mass. Bay Colony, p. 299.

plays might not contaminate the air by their presence. A modern novel, with its engaging plot, its fascinating characters, its restful readableness, its witching power to beguile the weary brain and drive away care, had not been written, and had it been, it would have been reckoned a device of the devil to promote a fickle and wanton mind. 'Tis not strange, after all, that when Ann Bradstreet, that other Ipswich wife and mother, burst into song, it was counted more than a nine days' wonder that such poems could be written by a woman in the turmoil of a noisy household, and that she was hailed as the Tenth Muse by grave and reverend men.

Faith Pengry had no fine parts and we know little about her, but a tender interest attaches to her and all the other wives and mothers of this quiet spot in these early days. One son, who bore his father's name, of course, came to them. Lydia, who died at the age of fifteen, Mehitable and another Lydia, who married and went to their new homes, were all the others that the Town Records mention. The boy John grew to manhood on the farm and on January 10, 1723-4 (43:66), the elder John conveyed to John Jr. his whole estate, real and personal, reserving possession during his life, and providing that he should pay £190 to his well-beloved daughter, Lydia, now the wife of Andrew Burley, or her heirs. As no allusion is made to his wife, Faith Pengry had died probably before this instrument was made.

Ensign John entered upon full possession at his father's death on June 15th, 1723. No record of his marriage remains and at his death on August 22, 1732, in his forty-ninth year, his estate fell to his sister, Lydia. Her heirs, Andrew Burley, Esq., Andrew Burley, Jr., gentleman, Samuel Williams, Jr., sadler, and Lydia, his wife, Mehitable Burley and Mary Burley, singlewomen, conveyed "Pengry's Farm," 80 acres less or more, with dwelling and outbuildings to Benjamin Dutch, February 20, 1746 (95:115). He sold the farm to Jeremiah Nelson of Rowley, August 24, 1747 (98:176), who bequeathed it to his sons, Jeremiah and Jacob (1773. Pro. Rec. 348:59). His daughter Hannah had married James Pickard of Boxford and they gained possession.

Financial reverses befell and the farm was seized by the creditors. The administrator of Dr. Sylvester Gardiner of Boston recovered judgment against Mr. Pickard for £241, 12s. and there was set off to his estate, 51½ acres with all the buildings, "beginning at the corner of sd. Pickard's homestead, at the gate, on the road from Ipswich to Newburyport," extending along the road to Nathaniel Smith's, northeast and southeast by Smith to the second gate on the way to Muddy River, and by various courses to the land lately set off by execution to John Killam, northwest by Killam to the Muddy River road, and by the wall to the first, September 11, 1789. (150:222).

John Killam of Boxford sold the land he had acquired by the execution mentioned in the preceding deed, $33\frac{3}{4}$ acres, on the Rowley road, to Benjamin Kimball, July 20, 1790 (153:18). John Potter brought suit against the estate of Jeremiah Nelson, and there was set off to him 6 acres $\frac{3}{4}$ and 32 rods on the corner of the Rowley road and Muddy river road, adjoining that sold to Benjamin Kimball on the southeast, May 3, 1790 (152:31).

The first of these lots, carved out of the old Pengry farm, was sold by the executor of the estate of Dr. Gardiner to Abigail Smith, wife of Isaac Smith, Jr., of Rowley, one tract of $51\frac{1}{2}$ acres and another of $9\frac{1}{4}$ acres 22 rods, January 2, 1800 (166:133). Isaac Smith and Abigail, in her right, sold to Isaac Potter, 34 acres with house, barn, etc., bounded by the land of Daniel Nourse, Isaac Potter, "across the marsh road" etc., reserving the Town way through the farm, March 13, 1807 (180:97).

Isaac Potter and wife, Joanna, conveyed their farm on the opposite side of the road to their son, Asa Potter of Bridgton, including a tract "on each side of the road leading on Pingrey's Plain to Kimball's Point, 50 acres, more or less," beginning at Egypt river, Dec. 4, 1828 (253:183). There is no mention of any farm buildings and it is probable that they had disappeared. The various deeds locate them in the pasture adjoining the land of Mr. John W. Nourse, but no trace remains. The lot was inherited by Asa T. Potter, and by his heirs. A nine acre field on the corner of Paradise road was sold by Lavinia D. Pickard to Mrs. Mabel V. Mitchell, Nov. 10, 1891 (1330:202), who conveyed two lots to Annie Dodge of Peabody, Jan. 29, 1901 (1633:224).

Benjamin Kimball sold his thirty-three acre lot, part of the Pengry farm to his sons, Isaac and Benjamin, (1797, 191:173; 1810, 191:172), and an eleven acre field to Abraham Lord, March 1, 1803 (183:268). Benjamin Kimball sold his lot to Isaac, Jr. and his administrator conveyed $11\frac{1}{2}$ acres to Benjamin Smith, April 7, 1824 (1148:160). The heirs of Isaac Kimball sold their interest to John Dickinson, July 28, 1875 (1170:204), whose dwelling was near the present cottage of Benjamin Currier. He was a man of quiet habit, who never married. He gained a competence by patient industry and frugal living. Having money to lend, he walked one day to the house of Hon. Allen W. Dodge, the County Treasurer, in Hamilton, and as the day was warm, he went barefoot as he was accustomed, carrying his shoes in his hand. Mrs. Dodge spied the uncouth figure and cried to her husband, "Here comes another tramp and I have given away all your old shoes." The seeming tramp had three thousand dollars in cash in his pocket, however, which the treasurer was glad to borrow. His house was burned some years ago.

The six acre lot on the south corner of Paradise road was inherited by Susanna, wife of Benjamin Kimball, Jr., and daughter of John Potter (1802, Pro. Rec. 379:535, 6). She sold an acre on the corner of the Post Road and the road to Kimball's Point to John Rutherford, Jan. 2, 1843 (395:144), who acquired the remainder of the lot from her heirs, June 7, 1850 (1641:509), and $4\frac{1}{2}$ acres from Levi Lord, March 23, 1854 (587:275). Mr. Rutherford conveyed an acre with buildings to his son, John W. Rutherford (1874, 925:209). He acquired the adjoining land and conveyed $4\frac{1}{2}$ acres with buildings to his son, Augustus H. Rutherford (1089:160), and to the widow, Mary J. Rutherford (1193:174), who sold to Luther Nourse, April 29, 1890 (1490:194), and he to his daughter, the widow Caroline E. Pickard, Oct. 16, 1896 (1492:358).

The Bradstreet Farm,

Humphrey Bradstreet received a grant of 80 acres "beyond the North River," with other upland and meadow lots. John Bradstreet of Marblehead, planter, conveyed it to Joseph Jewett, Senior, of Rowley, who had already gained possession of several farms in the vicinity, July 4, 1657 (Ips. Deeds 1:203). The deed relates that part of the farm had been granted to his father, Humphrey, "and a part he had by exchange of Richard Hutley, and another part, being about 10 acres, more or less, he purchased of William Buckley."

In the division of the Jewett estate, this farm was assigned to Joseph, brother of Faith. (1677-8. Ips. Deeds 4:332.) He had taken a valiant part in the King Philip War, serving in Major Appleton's company in the winter campaign of 1675 when only nineteen, and in the following spring he was with Capt. Brocklebank and his Rowley men at Sudbury. Being stationed near Marlboro, he escaped death, when the Captain and many of his men were slain by the Indians. He married Ruth Wood on January 16, 1680, and as the farm was already in his possession, it may fairly be presumed that they made their home here and that their oldest children were born here. The place of birth of Ruth, the eldest, is not recorded, but Joshua, born in August, 1683, and the twins, Hannah and Elizabeth, born in April, 1685, are recorded as of Ipswich birth. Joseph, Sarah, Priscilla, Joanna and Joshua were born in Rowley, and it is evident that he had removed there prior to April, 1687.

He sold the farm to Joseph Quilter, "in behalf of his cousin Abel Langley, who dwells with him, son of Abel Langley of Rowley, deceased," with dwelling and barn, October 7, 1693 (11:152). It is now for the most part included in the farm of Mr. Charles Day, and was reached by the road, now called not inaptly Paradise

road, for it is a very beautiful road, winding through long stretches of woodland, where ferns and brakes grow luxuriantly, and every kind of wild flower finds congenial haunt in open glades or shaded nooks. In the earliest times it was styled "the road to Muddy River Bridge," or "the road to Kimball's Point," and sometimes, "the marsh road." The farmers of Linebrook and beyond found Mile Lane, also called "the marsh road," and "the road over Pingree's Plain," the only direct way to the Hundreds and other marsh lands and thatch banks. The old road, rarely used now, bears the marks of long and frequent use in past years, for it has been worn down by travel and rainfall three feet in many places below the level of the woodland.

On this farm, shut in by the woods and the Rowley river, Abel Langley lived, and then Thomas Boardman, who seems to have married his daughter, Sarah Langley. Thomas and Sarah Boardman conveyed the farm to their son, John, on December 24, 1720 (40:13), who had married Abigail Choate a month before, on November 27th. The young bride went to her new home joyfully and hopefully, and it was well the future did not reveal its secrets.

In the fall of 1737 seven children filled the farm house with songs and laughter, and the thoughts of parents and children ran forward to the glad Thanksgiving Day, the great Puritan festival, with its family reunions and its unimagined stores of pies and puddings and every New England dainty. But the dreadful throat-distemper was abroad, against which the physicians of the day were powerless. In May, 1736, four children of Nehemiah and Katherine Jewett, their neighbors and friends, had died. John Boardman's cousin, Martha, wife of John Treadwell, of the Island farm on the road to Jeffrey's Neck had lost her four children in March and in November, the home of Cornet John was invaded.

On one black and awful day, November 3^d, three children died, Luey, four, Mary seven, and Sarah, nine years old; and on the following day, baby Francis, fifteen months old, was taken. Cornet John's young brother, Langley, a lad of sixteen, died of the same disease in the following February. The older children, John, fifteen, Abigail, fourteen and Thomas, twelve, were spared. Happily, another Sarah was born a year later, and another Mary in 1742, and these children all grew to manhood and womanhood. The daughters all married. Abigail, the eldest, became the wife of Thomas Prime of Rowley in January, 1746-7. Mary married James Kinsman, a wealthy Candlewood farmer, in 1760 and Daniel Noyes, schoolmaster, postmaster, Register of Probate and one of the most prominent men of the town, came to the old farm house for Sarah, in 1763.

Young John Boardman stayed by the farm, and when his wedding day was close at hand, his father did by him as his own father

had done for him twenty-three years before. He conveyed half the farm to him on November 23, 1743 (91:96), and the other half in February, 1747-8 (90:204). He soon brought his bride, Mary Baker. Twelve prosperous years were allotted them. Five children were born, and John, now Lieutenant John, had attained a goodly estate. But on March 10th, 1755, two months before his thirty-third birthday, he was "east on shore on Castle Hill Beach and Perish'd with the Cold and Snow."

The inventory reveals an unusual wardrobe, his blue coat, breeches and red jacket, valued at £3 10s, his green and blue jackets, his dark coat, grey coat and great coat, his ribbed stockings, wigs, and silver watch, and the brass headed saddle and silver spurs, with which he rode to his place in the line of the militia. His slave, Scipio, was valued at £34, his "leading staff" at 4s. and he owned a pew in the South Meeting house.

The young widow mourned her husband for three years, and then John Potter came a wooing, and they were married in the middle of June, 1758. There were four children by this marriage. Sarah, John, Susanna and Abigail. Sarah married William Rutherford, of Rowley, in 1789. He built their home on the portion of the estate that fell to her, and there, presumably, she died at the age of ninety-one in 1849. The old house has gone but the cellar remains. Abigail married Edward Jewett, son of Aaron, of the neighboring farm, in January, 1793, and Susanna married Benjamin Kimball, Jr. Eventually the heirs sold their interest. The Dickinsons and Rutherfords succeeded in the ownership, and finally the old Bradstreet farm was bought by its present owner, Charles C. Day, December 20, 1899 (1598:557). The old farm house with low roof and great chimney was burned in 1895. The present dwelling was built on the same site.

The Robert Muzzey Farm.

Robert Muzzey, whose name still attaches to the noble hill, on the slopes of which his lands lay, received a grant from the Town of a hundred acres, bounded by the North river, southeast, and John Gage, southwest, and sixteen acres of upland, and ten of meadow, bounded north by the lot Edmund Gardiner bought of John Saunders. His will, drawn on January 5, 1642 (Ipswich Deeds, 1:40), gave, "To Joseph, my eldest son, my farme with all the appurtenances lying on the other side of Egypt River only reserving a piece of land called the Cow leas & a piece of meadow adjoining to it called the Rocke meadows, which may contain 20 acres"; to Benjamin, the Cow leas and Rocke Meadow and a 6 acre lot, bought of John Newman, after his mother's decease, and made provision for his wife, Bridget, and his other children.

In Joseph Muzzey's time, if not before, buildings were erected on the farm. An ancient cellar hole, near a great spring far to the east of the present highway, indicates the probable site of the lonely farm house. The hill slopes gently toward the south, and the primeval forest on the neighboring ridges furnished shelter from the winter winds for the buildings and orchard. The approach to the dwelling is evident, but the original highway, "the old pathway to the Merrimac," can not be located. Joseph Muzzey sold "my whole farm, meadow and upland, 100 acres save only 9 acres of upland and meadow now in the possession of Twiford West," "with the mansion house, barnes, stables, etc." and 6 acres, bequeathed to his brother Benjamin but bought by him, to Joseph Jewett of Rowley, April 24, 1654 (Ipswich Deeds 1:137). Mr. Jewett was the great landed magnate of his time. He already owned land adjoining the farm of the Muzzeyes, and soon added, as has been noted, the Bradstreet and Pengry farms, giving him continuous ownership from the Rowley line beyond Egypt River, with large holdings on the west side of the highway.

Joseph Jewett died on February 24, 1660-1. His estate included "the new house and barne and all the land within Ipswitch fence and without Ipswitch fence and meadows." A double portion was devised to his eldest son, Jeremiah, who accepted at the valuation of £500, required by his father's will, "the farm formerly Mussie's with all the land joining to it on this side Egypt River," and meadow land on the other side. Jeremiah was born in Bradford, England, about 1637. He was betrothed to Sarah Dickinson of Rowley at the time of his father's death, and they were married on the first of May, 1661. She was the daughter of Thomas Dickinson, and on February 13, 1661-2, Jeremiah conveyed his farm to him, but it was reconveyed to himself. (Ips. Deeds, 2:51.)

May-day was a dear old English holiday and it may have had some honor still in the land of the Puritans, though they frowned upon Christmas, as savouring of Popery. It was a blithesome wedding day, and an auspicious time for the young bride's coming to the solitary home. The frogs were piping in the meadows, the violets were everywhere in bloom, and the oaks and maples and birches were beautiful with their fresh greenery. Winter was the long, cold, lonesome ordeal, but before a second winter, five days before Christmas, the baby Jeremiah came for care and company, constant and engrossing, to the young mother, and in April, 1665, Joseph was born. Thomas and Eleazer followed and the first daughter, Sarah, was baptized on November 23^d, 1673. Then came another daughter, Mary, and three more sons, Nehemiah, Ephraim and Caleb, the tenth and last in 1681.

Six children were born and the oldest was twelve, when the

King Philip War, with its unspeakable horrors, burst upon the colony. Jeremiah Jewett was enrolled in Capt. Samuel Appleton's company, which made the march to Connecticut in December and fought the bloody battle known as the Great Swamp Fight. His service is not specified, but it may be presumed that he had part in it. We have noted that his brother, Joseph, then a lad of nineteen was a soldier in that severe winter campaign, and young John Pengry, who married his sister, Faith, was also enrolled. There were many anxious days for the young wife and mother, but the soldier came back safely, and the years of peril passed slowly away.

When his sons had grown to man's estate, Jeremiah divided his farm and gave the northern part, along the slope of Muzzey hill, to his namesake, Jeremiah, and to Ephraim, then twenty-four years old, "the whole farm I am now possessed of that I have not disposed of to my son Jeremiah," reserving the easterly end of the house and half the cellar, May 12, 1704 (22:88). He lived ten years longer, and in his will, proved in June, 1714, devised a pound sterling to each of his children, and with a tender regard, rarely manifest in the wills of the time, bestowed the remainder of his personal estate upon his beloved wife, Sarah, "to be at her dispose either in Life or at her death." (Pro. Rec. 311:136.)

Ephraim Jewett married his friend and playmate, Elizabeth Hammond, from the adjoining farm, int. June 11, 1709, and again a young bride came to the old homestead. Again a brood of little ones grew apace, but when the last baby, Elizabeth, was baptized on December 26, 1725, of the eight children, three had died in infancy and Elizabeth only attained her twelfth year, and when the father signed his will on October 23, 1739, only Sarah, Hannah and Ephraim were living. Ephraim gave his wife the improvement of the whole estate until his son, Ephraim, a lad of sixteen, came of age, when he was to receive two-thirds of the real estate, and the remainder at his mother's death. (Pro. Rec. 324:35.) The dower of the widow was set off, a tract of woodland, pasture, tillage and meadow, beginning at the highway near Egypt river bridge, and the heirs of Ensign John Pengry, the line running down the river for the most part to a stake, "thence to the corner of the fence about 3 feet to the northward of the great Spring near the dwelling house," April 25, 1745 (Pro. Rec. 326:322). This division line, with its mention of the great spring near the dwelling, is the final and conclusive evidence that here was the old home of two generations of Jewetts and presumably of Joseph Muzzey.

Ephraim, son and heir of the elder Ephraim Jewett, married Margaret Wood, in the spring of 1742, when he was only a few months beyond his nineteenth year and his bride lacked two months

of sixteen. The young husband died on September 17, 1747, in his twenty-fifth year. The widow was allotted £110 for her mourning and out of the personal estate she took £267 13s. The Judge of Probate drew the line at £120, showing that she had overstepped her right by £147, 13s. Thus the account stood in November, 1747. The reason for the excessive allowance for the widow's weeds and her seeming avarice in seizing upon her husband's estate may be found in the significant fact that the girl-widow, now only twenty-two years old, had become the wife of John Burnham, before the final account was rendered on July 18, 1748.

John Burnham and Margaret conveyed to Nathaniel Smith, tailor, who had married Hannah, sister of her late husband, all their interest in the farm, December 16, 1748 (92:53). The widow Elizabeth conveyed to her daughter, Hannah Smith, half the farm, "I became and was entitled to at the death of my son Ephraim, after his decease," September 2, 1752 (99:79). Nathaniel Smith, the saddler, son of Nathaniel, the tailor, sold the whole Ephraim Jewett farm to Daniel Nourse of Boxford, April 10, 1790 (152:30). He was the son of Benjamin Nourse and was born in Salem Village, now Danvers, January 9, 1733, when the witchcraft horrors were still vividly remembered. He married Eunice Perley of Boxford, August 9, 1759. He sold his Boxford farm April 20, 1789 and removed to Ipswich in the following year. A new house nearer the road, a little in the rear of the present dwelling had been built by Nathaniel Smith, and to this Mr. Nourse came with his good wife, Eunice, and six marriageable daughters, for the sixteen year old twins, Hannah and Huldah, were reckoned of fit age for matrimony at that period. The young swains of the neighborhood hailed the advent of such an extraordinary family with ill-concealed rapture, for there seems to have been a great dearth of eligible or attractive maidens.

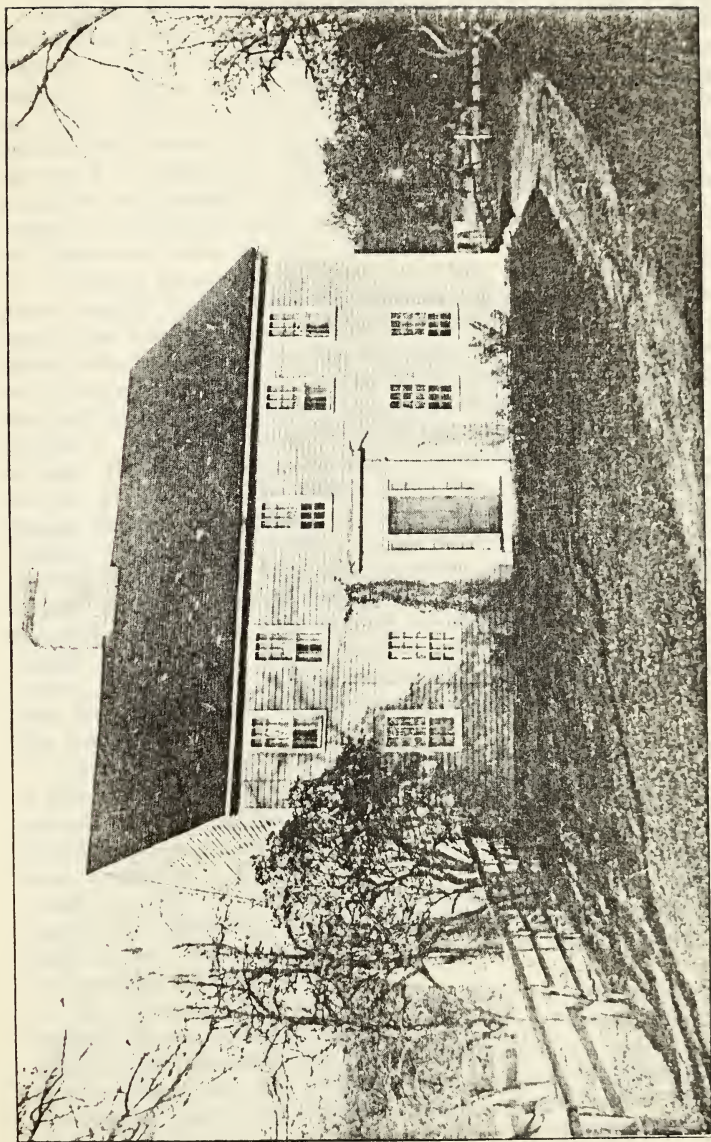
Straightway a new and festive social life was inaugurated. With six ingenious sisters to plan and execute, neighborhood merry-makings of every kind were possible. The Nourse mansion became the Mecca of love-lorn pilgrims. The inevitable began to happen. Uncle Hervey Nourse, of beloved memory, used to say these buxom girls went off like hot cakes. Three were married in 1792, two years after their arrival; Lucy to Josiah Fletcher of Chelmsford in March, Sally to the widower Stephen Pearson of the neighborhood, in October, and Eunice to Jonathan Pearson of Newburyport in November. What deft toil of busy fingers went on through the whole of that eventful year, at wool-wheel and flax-wheel and cumbersome loom, weaving long webs of plain linen and the beautifully figured quilts, table cloths and napkins, making sheets and towels, embroidering, hem-stitching, finally bleaching on the dewy grass

and folding away the snowy whiteness in the great dowry-chests! What cutting and making of fine clothing and what delightful agonies of uncertainty in selecting the wedding dress, and the grand finery for the Sunday service, when each in turn would "walk bride," the observed of all observers, and the envied of not a few!

Aaron Jewett, Jr. of the neighborhood, waited for Hannah to grow five years older and married her in 1795. The son, Daniel, not to be outdone, yet making no haste, married Hannah Jewett, daughter of David, in 1801 when he was thirty-one, and Jeremiah, brother of Aaron, had come for Huldah, the other twin, in February of the same year. Fanny, the youngest, became the wife of David Payson of Rowley, in 1806.

After all this marrying and giving in marriage had been finished, Mr. Nourse set himself the task of building a new house, and completed it in 1809, the comfortable and substantial dwelling under the shade of the great trees, where his great-grandson, John W. Nourse, still abides. He was a man of great vigor. In his young manhood he had served as a soldier in the French and Indian War. Pestered by the vermin which infested the camp, he had slept under the shelter of a boat, so that he became a sufferer from phthisis, which burdened his latter years. Uncle Hervey Nourse, who remembered him well, used to remark that he died when he was "only eighty-seven."

His son Daniel inherited the homestead. He had a goodly family of sons and daughters, but the glory of the latter house was not like that of the former. There were but three daughters, where there were six before. Two of them had compassion on the young men nearby, Harriet marrying John Potter, and Fanny, Daniel Boynton of Rowley, but Julia Ann refused all suitors and died in single bliss in her fiftieth year in 1855. Hervey, the eldest son, was proof against the charms of the fair ones, and despite all their winged shafts, attained the venerable age of ninety-five years in peace and comfort. Daniel Perley Nourse married Sarah Southwick of Danvers; Luther, Elizabeth Todd of Rowley; and Warren, Mary Ann Scott. John Warren, the only child of Warren and Mary Ann, with his wife and one young daughter, the third and fourth generations from Daniel Nourse, the builder, keep alive the fire on the ancestral hearth-stone. Daniel Nourse, Jr. conveyed 14 acres abutting on Egypt River, to his son, Luther, in September, 1838, who built a house on the lot and dwelt there for many years. Late in life, he sold the land to his brother Warren, the house having been removed to Maple Avenue, February 9, 1884 (1667:479). By inheritance from his father, and by conveyance from his Uncle Hervey, May 13, 1880 (1037:133) to whom Daniel Jr. had conveyed it (320:265), John W. Nourse gained title to the ancestral farm.



The House of Captain Moses Jewett.
Built in 1759

The Jeremiah Jewett Farm.

Jeremiah Jewett, brother of Ephraim, received the remainder of their father's farm, as has been noted. His wife was Elizabeth Kimball, daughter of Caleb and Anne Kimball, whom he married January 4, 1687-8; and of their eight children, six grew to mature age. Moses died, however, in his twentieth year, leaving Aaron, the third child to receive the name, a lad of sixteen, the only surviving son and four daughters, Elizabeth, Hannah, Mary and Mercy. The daughters all married and Aaron removed to Scarborough, Maine, where he lived many years, and served as town clerk, but returned to Ipswich and spent his last years here.

Jeremiah Jewett died February 15, 1731. He had married Elizabeth Bugg of Rowley, after the death of the mother of his children and in his will, he bequeathed to her "all she brought me and £20 more, to be hers even if she marries again," to Aaron, "my only and well beloved son," the use of the estate during his life, and upon his decease to his son, Moses, then a boy of nine years. (Pro. Rec. 319:267). Aaron Jewett survived his father only a little more than a year. He died at the early age of thirty-three on June 19, 1732, leaving a widow, Abigail Perley, and four young children, James, Moses, Rebecca and Abigail, the eldest, James, ten years old and Abigail, a baby of two years. As the widow married John Todd of Rowley, February 16, 1734, she probably removed with her young family to Rowley, and we may presume, that while the boy, Moses, the heir to the farm, was growing to manhood, the estate was occupied by strangers. He married Abigail Bradstreet of the neighboring farm, May 13, 1741, a month after his nineteenth birthday, and the young couple no doubt established themselves at once in the homestead.

Moses Jewett was a man of courage and enterprise. He built a new dwelling in 1759, according to the family record, which was owned later by Daniel Boynton, and is known by many as the Boynton house, a comfortable and attractive mansion still. He was Captain of a Troop of Horse in Col. John Baker's Regiment, which marched on the Lexington alarm, April 19, 1775 and also marched to Gloucester on November 29th of the same year. Nehemiah Jewett, Nehemiah, Jr. and Aaron, son of Captain Moses, were all members of this Troop.

Five sons and five daughters were born to Captain Moses and Abigail, Aaron, Jeremiah, Moses, Nathaniel and James; Jane, Hannah, Abigail, Elizabeth and Sarah. When the farm came to Moses, it is probable that the northern bound was the original limit of the Muzzey grant, and it seems to have extended about four rods north of the brook by the Boynton house. He enlarged it material-

ly. The adjoining farm was owned by the heirs of John Pickard, who sold several lots. Samuel Smith sold Captain Jewett, 8 acres on "Pickard's Hill," measuring $37\frac{1}{2}$ poles on the highway, Sept. 23, 1763 (120:188).

Wallis Rust sold him a lot measuring 18 1-10 poles on the highway, December 12, 1766 (120:168); Moses Smith, Jr. conveyed to him lot No. 3 in the division, 34 8-10 poles on the highway, May 23, 1770 (129:48); and Samuel Rust conveyed 10 acres, adjoining his land on the highway, May 8, 1771 (129:218). Captain Moses Jewett died July 31, 1796, bequeathing to his five daughters, with other portions, "equally my silver tankard," and to his son, Aaron, all his estate, real and personal, not otherwise bestowed. (Pro. Rec. 364: 428.)

Aaron found his bride in the family of Jonathan Pearson of the farm on the opposite side of the road and he and Hannah were married on April 20, 1769. He built a new dwelling on the north end of the farm, about 1780, it has been said. Captain Moses deeded to him about an acre, "with house and barn said Aaron has built", measuring 13 rods on the Post Road, April 6, 1792 (157:101). This is known now as the Cate house, and has taken on a new lease of life as the comely "Rose Tree Inn." Upon the death of his father, Aaron removed to the homestead. His wife, Hannah, mother of eight sons and daughters, died September 7, 1793, and about the time he removed to his father's dwelling, he married Elizabeth Bradstreet, daughter of Nathaniel Bradstreet of the neighboring farm, and two more daughters, Lavinia and Eliza, were added to the family group. After the long series of birthdays, in due time, came another series of wedding days in the family home, or the homes of brides nearby.

Edward Jewett, the first born, married Abigail Potter, daughter of John Potter, of the Humphrey Bradstreet farm on Paradise road, on January 31, 1793, and on June 25th of the same year, Abigail, lacking six months of twenty, became the bride of John Pemberton Palmer of Rowley. Aaron wedded Hannah Nourse, daughter of their neighbor, Daniel, May 31, 1795 and Jeremiah married Huldah, Hannah's twin sister, on February 8, 1801. Moses married Abigail Pearson, daughter of Nathan, of the neighborhood, April 17, 1798, and Abigail Todd of Rowley in 1806. Hannah became the wife of Moses Hale of Rowley, May 19, 1803, and in October, 1807, Jonathan made the only departure from nearby marriages, taking Alice Davis of Lynnfield. The babies, who were born after the elder children's marriages began, had been married, Lavinia, to Moses Palmer Lowell of Rowley, June 1, 1780, and Eliza, to Mark F. Cate of Rowley, in the spring of 1821.

Aaron Jewett died without making a will, and in June, 1826,

the goodly farm of 145 acres, part of which had passed continuously for generations from father to son, was cut up into lots and assigned to the numerous heirs. The northwest end of the Cate house was assigned to the widow as her home, with lands adjoining, and the other half was apportioned to Hannah Hale. The heirs of Jonathan received some fields adjoining; the heirs of Jeremiah, the northwest half of the homestead; and Edward, the southeast half, the old ladies, Abigail and Betty, daughters of Captain Moses, retaining the privilege of residence for life.

Lavinia Lowell received a five acre field of tillage land adjoining Daniel Nourse, Eliza Cate, a similar lot adjoining Lavinia's and the northwest end of the Cate house upon the death of her mother. The heirs of Abigail Palmer, Aaron Jewett and Moses Jr. received their shares in orchard or tillage land. (Pro. Rec. 405:446.) Mark F. Cate and Eliza made their home in the house still called by the family name, and all their children except the two oldest were born there. Mr. Cate bought the interest of the widow Hannah Hale, April 3, 1832 (267:35). He sold a half acre house lot to his son, Aaron J. Cate, cordwainer, April 26, 1845 (363:189), which he sold to John Donovan, November 1, 1873 (892:204) and Mr. Donovan built his dwelling. It was destroyed by fire a few months ago.

Mr. Cate died June 15, 1862. His sons, George D. B. Cate and Aaron J. Cate, conveyed their interest in the homestead and land about it to their sisters, Lavinia J. and Mary M., August 13, 1873 (887:259), and they lived all their days in the house in which they were born. With these two sisters, the two brothers sold a 30 acre pasture on Muzzey Hill to Oliver A. Bailey on the same date (887:107), which Mr. Bailey conveyed to Harry E. Bailey, September 29, 1899 (1596:336). Caroline Cate Colazo of Rowley and others sold their interest to Mary M. Cate, July 31, 1911 (2106:200), who conveyed to her brother George, and his heirs sold to Sarah S. G. Houghton, who had repaired the venerable landmark with excellent taste, for its very modern use as a tea-room and named it "The Rose Tree Inn."

Moses Jewett, Jr. also called Captain, bought his brother Aaron's share in the farm. He died January 13, 1830 and his estate was divided between his widow and children, Benjamin T., Olive and Elizabeth T. Prescott, wife of Corrin Prescott, and upon the death of Benjamin, the sisters inherited his portion as well, and also the dower of their mother at her decease. Olive Jewett married Captain George W. Howe of Rowley, November 26, 1835, and Captain Howe built upon the lot, Mrs. Prescott quit claiming her interest in the land (344:222). Benjamin H. Smith and George K. Prescott sold other land owned by Mrs. Prescott to Captain Howe,

May 18, 1858 (571:83), which he conveyed to his sister, Apphia, on the same date. At her death, the house and land was sold and passed through several hands to Deacon Amos Everett Jewett, whose daughter now occupies.

The heirs of Jonathan Jewett, John Jewett of Wentworth, N. H., clothier, and Jeremiah D. Jewett of Newbury, cordwainer, sold part of their interest to Mark F. Cate, beginning at a point on the Rowley road, "within about 2 feet of Cate's carrier shop," April 9, 1830 (257:1a), and part to Amos Jewett, son of Edward, June 1, 1832 (260:256, 267:164), who had already purchased the northwest half of the homestead from Benjamin K. Brown of New Chester, N. H. and his wife, Fanny, daughter of Jeremiah Jewett, September 22, 1831 (262:97).

Edward Jewett, son of Aaron, as has been noted, received the southeast half of the homestead, and bought the interest of the heirs of his sister, Abigail Palmer, who were all residents of the new state of Ohio, December 30, 1826 (316:221). He sold a small piece to the school district on which the schoolhouse then stood (1837, 301:110) and a small piece adjoining.

Amos Jewett, youngest son of Edward, acquired his father's real estate and had already bought the other half of the homestead, which he sold to Daniel Boynton, cordwainer of Rowley, reserving a third of it to Abigail, sister of his grandfather, during her life, December 26, 1835 (285:200) and the other half to him, March 14, 1844 (342:201). Mr Boynton had married Fanny Nourse, daughter of Daniel, of the farm near by, on May 12, 1831. Two children Daniel P. and Charles had been born in Rowley, but Warren was born in the old Jewett homestead, and his sisters, Harriet, Francis and Hannah Nourse, who married Daniel S. Appleton of the neighborhood, March 18, 1863. Warren Boynton bought the interest of the other heirs, the "cider-mill lot" and 4 acres on the highway from Susan O. Potter, daughter of Mrs. Prescott (1402:71, 1438:179) and sold the whole to Mrs. Fanny Smith, daughter of Daniel S. Appleton and Hannah N. Boynton.

Amos Jewett married Phoebe K. Howe of Rowley, sister of Captain Howe, in the autumn of 1829 and their only child was Amos Grenville Jewett, born September 21, 1837. Mr. Jewett built a dwelling on the lot purchased from the Jonathan Jewett heirs. Upon his death, on August 23^d, 1850, the dwelling was assigned the widow for her life use. The land fell to the minor son, and his guardian sold to No. 5 School District, a lot 33 feet wide, January 4, 1854 (503:162). The schoolhouse was moved to this lot from its original location, and the former site was conveyed to Amos G. Jewett, on the same date (503:163). The old schoolhouse repaired and improved, was used until 1877, when a new building was

erected. The old building was sold to David Pickard who enlarged it for his dwelling. The new school building was removed a few years ago to a new site in the yard of the Paine school.

Deacon Amos Everett Jewett, son of Amos Grenville, acquired his father's estate by inheritance and purchase from his brother, and makes his home on the ancestral farm. Benjamin D. Appleton bought the ten acre field adjoining the Nourse farm of the Cate heirs August 13, 1873 (887:106), which was conveyed by his widow to their son, Daniel S. Appleton.

No. 19.

Reverting to the division of the Common land in 1726 on the west side of Rowley road, the last lot assigned was No. 19, which is described as an old lot, "bounded northwest on Egypt River to the Country Road, then northeast by the said road to the path up the plains (i. e. Mile Lane), then by said path about 80 rod to a stake No. 19, up the plains thence to a second stake No. 19, at the southerly corner of Benj^a Dutch's Land Reserving Liberty for Benj^a Dutch and Heirs and Assigns to pass and Repass through sd. Lott to the Country Road from his house also Liberty for passing and Repassing from the Country Road to the mill called Jewets Mill."

This lot was drawn by Mr. Dutch and he already owned a house and land beyond Egypt river, the approach to which was over the lot now acquired. Beyond the Egypt river, the whole of the land to Rowley line had been granted to individuals, at the beginning, and a study of this original division is necessary before the later history of No. 19 can be considered intelligently.

Theophilus Wilson received a grant of 32 acres, which was known as Wilson's hill for many years. It is easily identified, a low hill covered with a young growth, somewhat back from the Rowley road, which is now owned in part by Mr. Fred A. Smith.

An "Island" of ledgy upland and swamp, bounded in part by the Egypt river, was granted to the father of Samuel Varnham or Farnham, according to the deposition of Samuel, on September 25, 1683 (Ipswich Deeds 5:14), and sold by him to Robert Payne.

John Jackson's grant, which was acquired by Thomas Scott, John Gage's, John Woodam's, and Thomas Emerson's grants occupied all the land from Egypt river to the slope of Prospect hill. When the new highway was laid out in 1640, it crossed the land of John Gage and Thomas Scott, and Gage was allowed damage, but Scott received no equivalent and it remained for Nehemiah Jewett long afterward to make his claim. The Thomas Scott lot was purchased by Joseph Jewett, whose extensive holdings on the other

side of the highway have been considered at length. Of Twiford West and his wife, Mary, he bought half "the 50 acres which was lately Thomas Scott's and sold to said West by Richard Kimball, Sen.", son-in-law of Scott, March 1, 1654-5 (Ipswich Deeds 4:112), and the other half from Thomas Kimball, wheelwright, "the 26 acres of upland which I purchased of Thomas Scott," March 4, 1655-6 (Ipswich Deeds 2:21).

John Gage sold his 20 acres, bounded "by a river southeast," to Daniel Ross, and on the same date, John Woodam sold to Ross his 20 acres adjoining. Daniel Ross sold the 40 acre lot to Joseph Jewett (1653. Ipswich Deeds 1:383, 385).

Wilson's hill was purchased by Joseph Jewett from Theophilus Wilson, February 28, 1655, and in the same year, he bought the Island of Robert Payne. (Ipswich Deeds 5:135.) The half of the Thomas Scott lot, which he acquired from Twiford West, he sold to Richard Holmes of Rowley, 22, 12, 1658 (Ipswich Deeds 2:138).

Joseph Jewett died on February 24, 1660 and in the division of his estate, his son, Nehemiah, received the Island and adjoining lands. He lived in Lynn some years and married there Exercise Pierce on October 19, 1668. On March 10th of 1668-9, he bought of Richard Holmes by exchange of land in Rowley, the 25 acre lot Holmes had bought of his father, Joseph Jewett, now having upon it a dwelling, barn and orchard. (Ipswich Deeds 3:110.) He removed to Ipswich and their first child Mary was born here August 9, 1673. Nehemiah, Joanna, Nathan, Mercy, another Nehemiah, Nathaniel, Joseph, Mehitable, a second Mehitable, Benjamin and Purchase followed. There were twelve in all, but Nehemiah, Nathan, Mercy, Mehitable and Purchase lived only a few months. The other sons and daughters found pleasant playmates with their cousins, on their Uncle Jeremiah's farm close by, and in due time married into other Ipswich families commonly, Mary choosing Benjamin Skillion, Joanna, Thomas Varnum, Mehitable. Daniel Dow of the family which gives the name to Dow's brook, the source of the Ipswich water supply. The sons, however, found their brides elsewhere. Nehemiah wedded Katherine Garland of Salem, Joseph, Jane Hazen of Rowley and Benjamin, Reform Trescott of Milton.

Nehemiah Jewett soon began to be the most prominent man in the neighborhood. The farmers were all dependent on the Farley grist mill or others farther away to grind their wheat and rye and corn, and here in their midst was Egypt river rippling down its rocky bed, serving no greater use than providing sport for the bare-foot boys, who fished for trout in its cool eddies. His land abutted on the stream and he conceived the scheme of building a dam and setting the river at work.

In the spring of 1673, Mr. Jewett appealed to the Town for the privilege of flowing the land and establishing a mill, and a committee of the town inspected the locality, but nothing came of it. Then Richard Shatswell proposed to build a fulling mill for finishing and dyeing their homespun fabrics, and the Town granted him permission in 1676 to build a dam. He went so far as to construct the dam but the mill apparently was never built. Then Mr. Jewett revived his scheme for a grist mill and in 1687 he secured permission to flow four or five acres of the town land. Many years elapsed however before the mill was built, and his son Nehemiah, who was born in 1683, grew to man's estate and associated himself with his father in the undertaking. His deed of his interest to his brother, Benjamin, in 1714 narrates the unforeseen and disastrous difficulties that were encountered.

The mill had been wrongly located. At much larger expense than was anticipated, a trench had been dug by burning the rocks and breaking them up and the mill had been built, but when all was done it was found that the builder has miscalculated his levels, and the water could not be brought to the water wheel. Nothing remained but to remove the mill to another location, and as his brother Benjamin was "encouraged by Discourse wth other workmen y^t upon y^e Removall of sd Mill & house & Damming elsewhere y^e said Mill may be profitable" Nehemiah, Jr. very gladly conveyed his interest to him, April 14, 1714 (1703). The old mill was removed, as references to the place where the mill was first set up occur in various deeds, and in its new location it was a valuable accessory to the neighborhood.

But Mr. Jewett had larger interests than his grist mill. He was bitterly opposed to the Andros government and was present at the meeting at Lieut. John Appleton's in August, 1687, when Rev. John Wise counselled resistance, and stood with him that night and at the Town Meeting next day, for which he suffered arrest. In 1689 he was chosen Representative to the General Court, and served almost continuously until 1709, and was Speaker of the House in 1693, 1694 and 1701. He was a Justice of the Sessions Court in 1711 and 1712.

Naturally he thought well of himself and in the humbler sphere of Town affairs he assumed lofty airs and was often involved in contention with the Town's folk. He suffered some loss from his connection with the Andros resistance and presented a claim for reimbursement which failed of favorable reception by the Town. His resentment of this unfair treatment as he regarded it was manifest in the amusing correspondence that passed between them in 1694, while he was acting as Moderator of the Town Meeting.

Ipswich, March y^e 20, 1693-4.

Mr. Jewett Sir:

You are not ignorant we presume that you was chosen moderator for the year ensuing & by your order y^e Town meeting adjourned from y^e 13th inst. to this day at nine of y^e clock in y^e forenoon according to w^{ch} notice y^e Inhabitants are come & wait for your coming. Pray fail them not but afford your company that y^e affaires of y^e Town may be attended regularly. If you are not disposed soe to do they desire you would please to send your mind in writing

p^r order of Selectmen

Thomas Wade Clerk.

This letter was sent to Mr. Jewett by a swift messenger, who brought back his reply:

To y^e Selectmen

The within lines intimate my being chosen Moderator. I know not my duty in y^e place & I have noe occasion of my come to be at y^e meeting. I have served y^e Town longer than they have been willing to grattifie me or to grant me anything for what I have suffered on their acct. As it hath been usuall to choose one in y^e place of any Moderator absent soe I hope you will doe now. If I warned y^e meeting I had no such power only declared the mind of y^e Town when they had declared they would meet againe. Not els but as y^e Town uses me soe they shall find him who deserves not their abuses.

Nehemiah Jewett.

"About 12 or 1, Quar. Mas. Robert Kinsman, messenger, delivered this as Mr. Jewett's answer.

March 20, at 2 or 3 oclock.

The above being read by y^e Inhabitants after their long waiting, then the Inhabitants made choice of Lieut. Andrews to be Moderator."

Mr. Jewett had a further contention with the Town regarding the commonage, which belonged to Nathaniel Stow's house, purchased by his father and "y^e twelve pounds which he was out in attending service in Sir Edmund's time." He agreed to settle all his demands for another portion of land on Egypt river, which was duly laid out and recorded on March 12, 1696-7; and a few days later, forty rods more were granted to facilitate the straightening of his line and securing a watering place for the cow commons. (March 18, 1696-7.) This grant was bounded by the land of John Jewett and included land on both sides of Egypt river, running to "a great rock corner up the hillside as sd rock or ledge runs about a rod." A further grant of two or three rods was made to Mr. Jewett, March 10, 1702, adjoining his fence, "for y^e more commo-

dious standing of his house which he is about to erect att the end of his land next Ipswich"; and of an acre in 1705-6, bounded "southeast by the common land, Extending in breadth from y^e corner of sd Jewett's fence near Egypt river before his new house door, 10 rods toward Rowley road, northeast by the Common, the other side by Jewett's land as fenced his new house stands on."

His request for this additional acre was the occasion of the following communication to the town.

March 12, 1706

To Town of Ipswich.

Hon'd Gentlemen—

The humble petition of y^e subscriber is y^t w^t as old Father Scott of sd Town had lot of 50 acres granted which my Father Jewett bought half of y^t I am now settled on and after y^e highway was removed out of Muzzy's farm it cut sd twenty five acres y^t I have in two pieces & y^e way is taken off my part & I never had any satisfaction for y^e land of this Town, who pay^d mee for w^t share I left y^t they desired & owned ye Land to be mine and having need of a small accommodation to my new house y^e Committee hath laid me out one acre which I am obliged to pay for, unless the Town will allow it . . ."

This request was refused.

Some years before his death Nehemiah Jewett divided his estate between his sons, and his daughter, Mehitable Dow. The conveyances to Joseph and Nehemiah are not recorded, but to his son Benjamin he deeded on November 28, 1712, "a certaine dwelling house that my son Nathaniel lived in in Ipswich with the barn my said son Nathaniel built," and about 30 acres of land, the bounds running to "Scunk Stump" and the middle of "Butterfly Rock." (27:14.)

Benjamin Jewett married Reform Trescott in Milton, January 12, 1714-15. They made their home in the house conveyed to him by his father, and here their son, Benjamin, was born. At a house-raising, which was always a great event for a whole neighborhood, Mr. Jewett was killed by a falling log, on January 22, 1715-16, in his twenty-fifth year. The young widow married Nathaniel Knowlton in June, 1717. The baby Benjamin grew to manhood and removed to Pomfret where he followed the trade of a blacksmith. Nehemiah Jewett, Jr., brother of Benjamin, as executor of his estate, conveyed 6¾ acres back to their father, Nehemiah, November 14, 1718. (44:62.) The elder Nehemiah in his deed of gift to the same daughter, Mehitable Dow, states that the lot was "bounded by my son Daniel's land from the ditch and place in it I dug and burnt the rock to let the water throw to where my mill first was set before I removed it to where it now stands," and that

Benjamin had failed to observe the conditions imposed by the deed of gift, April 3, 1716 (28:119).

Benjamin's homestead, with 3 acres and half the grist mill he had bought of his brother, Nehemiah, was sold by the executor to Abijah Howe, clothier, Dec. 23, 1717 (32:281), who conveyed to Thomas Cross, turner, April 5, 1723 (42:48). He sold to Benjamin Dutch, six acres, "beginning at a stake about at a place called Setchwell's dam," by various courses, the final one being, "north as y^e fence now stands to the middle of mill flume thence up stream by y^e middle of y^e brook or river to the first bounds," with house, barn and half the grist mill," February 4, 1725-6 (84:132).

Exercise Jewett, widow of Nehemiah conveyed to Benjamin, half an acre, "bounded north where y^e mill formerly stood" reserving liberty of passing over the land to the mill, November 26, 1726 (48:241). Evidently Shatswell's dam was higher up the stream, and it was probably this old dam that was utilized and rebuilt by the Town to hold back the stream and provide an auxiliary supply for the basin.

Benjamin Dutch was already in possession of the house, built originally by Nehemiah Jewett, and six acres of land with half the grist mill, when he drew No. 19, adjoining this lot.¹ He bought half of No. 28, adjoining No. 19, of Nathaniel Jewett, February 28, 1726 (48:242), and on December 11, 1727 (51:52) sold his whole holding, 27 acres, dwelling, barn and half Jewett's mill to Thomas Smith, Jr. But Mr. Smith conveyed the same back to him, March 12, 1741 (84:132), and on March 10, 1742 (84:133), he conveyed to his son, Samuel Dutch, 50 acres, including land he had bought of Ephraim Dow with grist mill.

Benjamin Dutch sold the remainder of his land, 8 acres adjoining Samuel Dutch's, abutting on the northeast side "35 rods 8 links on land formerly Jeremiah Dow's to the top of a rock called Onion rock," to Purchase Jewett, January 10, 1745 (90:151). Samuel Dutch, bricklayer, sold 20½ acres to Moses Davis, May 7, 1747 (89:255) and on September 25, 1752, he conveyed to Purchase Jewett, "one half part of my grist mill and saw mill on Egypt River . . . half the stream that carries sd mills and of the several Damms Relative to said Mills, with half the ground and bottom on which sd Mills and Dams stand, with half the ground under the stage leading to said saw mill with the privilege of passing and repassing for all persons carrying work to said mills and the meal and other stuff over my land with privilege of convenient land room before the saw mill for laying timber" (117:125).

This is the first mention of a saw mill and Samuel Dutch undoubtedly added that industry to the Egypt river mill. He had

¹ Page 49.

formerly owned a half interest in the Saltonstall mills on Ipswich river, including two grist mills, a fulling mill and saw mill, for a few months in 1729, and Benjamin Dutch acquired a half ownership in 1746. The grist mill on Egypt river was disused and fell into decay long ago, but the saw mill, in its romantic location, in a rocky glen, close by a huge ledge, was still standing within the memory of some who are now living. The way leading from the highway to the mill is easily traced.

The Samuel Dutch estate, including a dwelling, half a grist mill and half a saw mill and 19 acres (Pro. Rec. 332:283), was sold by order of the Probate Court, issued on July 7, 1767 (Pro. Rec. 344:113). It passed to Jeremiah Nelson, who sold the Dutch property to Nehemiah Jewett, "reserving the mills and stream and Dams, and the land which the mills and Dams stand on & Liberty to dig gravel at any time to mend either the dams & the privilege of the wash ways & a convenient road to each of the mills." April 1, 1772 (130:109). The later history of the lot is included in that of the adjoining lands.

It will be remembered that Joseph Jewett, Senior, bought 26 acres, half of the original Thomas Scott lot, of Thomas Kimball, March 4, 1655 (Ipswich Deeds 2:21). He built a house on this lot and his executors sold to Luke Wakeling 10 acres and buildings, bounded by Egypt river, the brook known as Dow's brook and the highway, August 16, 1662 (Ipswich Deeds 3:48). Wakeling already owned land abutting on this lot. John Jewett had gained possession in 1668 and he sold to Nehemiah Jewett by exchange, an acre on the west side of his planting ground, bounded by a brook and Egypt river, June 24, 1673 (Ipswich Deeds 4:372). Joseph Plummer of Newbury, who had married John Jewett's daughter, sold the house and 10 acres to Jacob Davis, a potter, October 19, 1710 (22:194).

Mr. Davis had sold his house lot on Market street, now occupied by the Tyler block and Central street, to Captain Beamsley Perkins in April, 1710,¹ and he probably removed his residence to this new location. His son, Moses, who had served in the expedition against Quebec in 1690,² succeeded to the ownership. He married Hannah Bailey of Rowley, int. 19: 11: 1711, and their children included Jacob, who died February 19, 1728, aged 16, and another Jacob, James, baptized 19: 7: 1717; Hannah, born December 15, 1720; Moses, who died March 2, 1728 at the age of four years, and Mary, who died on February 20th of the same year. A second Moses was born February 11, 1725-6, and Zebulon. Captain Moses Davis died February 11, 1753. The estate of Captain Moses Davis, gla-

¹ Ipswich in Mass. Bay. P. 343.

² Ipswich in Mass. Bay. P. 313.

zier, including a house, barn, about 16 acres in the homestead and 25 acres more was bought by Purchase Jewett, son of Nehemiah, Jr., from Jacob Davis of Gloucester, December 17, 1762 (117:124) and from Zebulon Davis, November 29, 1766 (124:216).

Nehemiah Jewett, the legislator and judge, pride and ornament of the little community, died on January 1, 1719-20, his wife, Exercise surviving until 1731. The widow conveyed to Nehemiah, Jr. title to some mineral land, which was imagined to be of value, "full power and liberty . . . to Digg & Improve . . . all that mine & minerils & to digg the ground for said mine or minerills & a cartway to take away sd. mine or minerills," April 20, 1724 (43:326). She gave him several other small lots and at last, on March 23, 1730, the widow Exercise, "now laboring under y^e infirmities of old age & being much impaired by reason of sickness & rendered incapable of doing much for my own maintenance & my sole dependence being upon my son Nehemiah Jewett . . . carpenter, who has been a dutiful child to me" deeded to him all that remained in her control, March 23, 1730 (59:100).

Nehemiah Jewett, Jr., the carpenter, married Katherine Garland, a native of the Isle of Wight, in Salem, the intention being recorded, October 8, 1709. There is a family tradition that the elder Nehemiah saw the young maid in Salem and was so enamored of her charms that he straightway wished her for a wife for his son. The young man was dispatched to Salem forthwith and lost his heart but won his bride. The incoming of this English woman into the little circle of Ipswich and Rowley folk, no doubt caused a distinct sensation and furnished fruitful theme for discussion as one good wife met another, or for family chat by the fireside.

Twenty-seven years ran their course and there is no record that death ever entered their household. The eldest of the nine children grew to manhood and womanhood. Katherine, the second daughter, was the first to marry, and she had wedded Stephen Cross in October, 1732, but at the new year of 1736. Purchase, John and James were still at home and five daughters, Mehitable, Patience, Joanna, Mary and Jane. The springtime had brought its blossoms and bird-songs, when sorrow settled heavily upon the household. No doubt the deadly throat distemper was the cause, though no record remains. Patience, eighteen years old, died on May first, and Mary the day after; Mehitable, twenty-five, her mother's companion, the staff and stay of the family, followed on May 10th, Jane on the 11th, and on the second of June, twelve year old Joanna. Purchase took Ruth Todd to wife in October, and we may presume he went to a new home. Only John and James remained to the lonely and sorrowing parents at Thanksgiving.

Katherine Garland has ever been a cherished name in the family of Jewett. Fancy has pictured her as comely and sweet. But she was proud as well as fair and the grandmothers of later days told the tale they had heard in their childhood, that Dame Katherine coveted the best for her children and sent to her old home in the Isle of Wight for the same chalk she had in her childhood, that her children might have every advantage in their writing and ciphering. She died in November, 1747, surviving by only a few months the death of her husband on August 24th.

Upon the death of Nehemiah, Jr. and Katherine all his real estate passed by his bequest to his son, Purchase (Pro. Rec. 327:425), and on October 28, 1765 Benjamin Jewett of Pomfret, blacksmith, sold to Purchase, "as he is executor to my uncle, Nehemiah Jewett, who was administrator of the estate of my father, Benjamin," all his title in the estate (124:216).

Purchase Jewett was a prosperous innholder. By inheritance and purchase he acquired the whole of the Jewett land abutting' on the Egypt river, the mine and minerals, of which no further explanation can be found, the pasture lands, and the homesteads of Jacob Davis, Daniel Dow and his grandfather, Nehemiah. He married Ruth Todd of Rowley, October 28, 1736, and they had the rare good fortune of seeing every one of their seven children grow up in health and strength, Nehemiah, Purchase, Mehitable, John Cole, Katherine, Ephraim and Ruth. John Cole, baptized Jan. 29, 1743, enjoyed the distinction of being the first child in the neighborhood to have a middle name.

Upon the death of Purchase, June 20, 1786, the great estate which he had built up slowly but surely was divided into the widow's dower and seven other equal portions. To the widow, Ruth, there was assigned for her life the homestead and 45¼ acres of land, beginning at the wall between the two barns, along the highway to Egypt river. Purchase received an 11 acre lot on the Rowley road adjoining his mother's, and 12 acres in the huckleberry pasture in "Marsh lain." John Cole's 12 acres lay next to Purchase's field, then the lot of Moses Smith and Ruth, his wife, daughter of Purchase, then Ephraim's, then Katherine's and Nos. 6 and 7, a double portion with buildings, assigned to Nehemiah, the eldest.

The widow lived until October 4, 1799, and her dower was then divided into eight equal parts, measuring 5½ acres each, with an uniform frontage of 8 rods 14 links on the Rowley road. Ephraim Jewett, then resident at Pleasant Mountain Gore, York County, sold his lot to Nehemiah, who had received two lots, in accordance with the provisions of his father's will. His three lots, comprising 16 acres, were bounded by his other land, which he had purchased of Jeremiah Nelson¹ on the south side of Egypt River in 1772. The

¹ Page 55.

fourth lot, adjoining his on the north, was assigned to Moses Smith, who had married Ruth Jewett, April 11, 1770; the fifth to John Cole Jewett, the sixth, to John Tuttle, who had married Mehitable Jewett, April 22, 1761; the seventh to Katherine, and the eighth to Purchase, who had been allotted an eleven acre field adjoining in the distribution of his father's estate.

Returning now to the corner of Mile lane, Nehemiah Jewett conveyed to his son, Nehemiah, Jr. a single acre on the corner, February 3, 1800 (189:279) and after his death, his administrator sold to Nehemiah, Jr. about nine acres more on the County road, May 7, 1816 (209:153). Nehemiah Jewett Jr. had married Sally Jewett, October 22, 1795. He built a dwelling on the lot and occupied it with his family until his death. His heirs, Nehemiah and Moses, 3d., laborers, sold their half of the house and 10 acres to William B. Spiller, December 12: 1838 (321:151) and the guardian of minor sons, Thomas L. and Asa H., conveyed the other half on the same date (321:152). Mrs. Mabel V. Mitchell, wife of William A. Mitchell, inherited a portion of this property from her grandfather Spiller, and bought the interest of his daughter, Lavinia D., wife of Luther C. Pickard, Nov. 10, 1891 (1330:202).

William A. Mitchell and his wife, Mabel V., conveyed a lot on the County road, bounded by land of Mrs. Lavinia D. Pickard and their own, to Mrs. Annie C. Tenney, wife of John Tenney, August 29, 1899 (1586:206). An attractive hip-roofed dwelling was built at once, which was completely destroyed by fire a few years ago.

The administrator of the Nehemiah Jewett estate sold 9 acres bounded in part by Moses Smith's land to Jacob Pickard, Jr., May 7, 1816 (222:144) and the heirs sold him a 3 acre lot on May 8 (222:143). Isaac Pickard, son of Jacob, Jr. inherited, and Luther Calvin, son of Isaac, inherited in turn. His widow, Lavinia D., sold to the Town of Ipswich, the land where the pumping station now stands and 7 acres in the rear, May 18, 1894 (1411:166). The land on the other side of Egypt river is still owned by her heirs.

John Cole Jewett, it has been said, received the fifth lot in the widow's dower. He sold part to Moses Smith, whose lot abutted on the south side, and to John Tuttle, whose land joined his on the north, January 12, 1807 (180:152). The seventh lot fell to Katherine, who bequeathed to Mehitable Tuttle "one half my brick-house lot," so called, and her silver tankard, and to Ruth Smith, the other half, with her gold necklaces, satin cloak and silver watch (February 21, 1814; Pro. Rec. 385:167-8). The widow of Purchase had received a house in her dower, and Katherine received the "brick-house lot" as her share of the dower. This was undoubtedly the same which Purchase had bought from the heirs of Captain Moses Davis, the glazier, in 1762. His father, Jacob Davis, the

potter, had bought from the heirs of John Jewett in 1710. It seems very probable that Jacob Davis, the potter, accustomed to the manufacture of pots and various household utensils, and perhaps of bricks, built this brick dwelling. It had disappeared apparently in 1814, and there is a neighborhood tradition that one day when the stage coach rumbled by, the whole gable end of the house fell in utter ruin.

Patience, daughter of Moses and Ruth Smith, married Nathaniel Appleton, then of Bath, Maine. She inherited the homestead and the adjoining Tuttle land was acquired by purchase or inheritance. Returning to Ipswich, Nathaniel Appleton built his new dwelling on this location, which was inherited by Benjamin D. Appleton, his only son. Daniel S., only son of Benjamin D. and Harriet Appleton, built a house on part of the homestead land in 1879. His mother deeded this to him, and he sold to Charles B. Guilford, November 12, 1880 (1049:168, 169). Mrs. Appleton also sold 8 acres to the Town for the Water Works, May 18, 1894 (1411:169). Daniel S. Appleton inherited and occupies the dwelling and land.

Purchase Jewett, owner of the eighth dower lot and the adjoining lot, assigned in the original division of the farm, marched on the Lexington alarm in Captain Daniel Rogers's Company but was credited with no further service. He married, a second wife, Joanna Todd of Rowley in 1788, and as the estate of his father was apportioned in 1789, he probably built his new dwelling here about that date. His daughter, Joanna, married Deacon Isaac Potter, March 8, 1787, and she inherited her father's whole estate in 1814 (Pro. Rec. 386:278).

Isaac and Joanna Potter conveyed to their son, Asa, then of Bridgton, Maine, the homestead farm, 40 acres and buildings, and land on the east side of the road, December 4, 1828 (253:183). He returned to Ipswich and dwelt on the farm, which he bequeathed to his son, Asa T. Potter, who built the present dwelling on the site of the earlier house. His heirs sold to Osborne P. Perley, November 2, 1907 (1950:199).

North of the lot assigned to Purchase in the division of his father's estate, was John Cole Jewett's 12 acres, then the 11 acre lot assigned to Moses Smith and Ruth, and next to this, Ephraim's lot. Moses Smith and Ruth sold their 10 acre lot to John Cole Jewett, May 31, 1788 (188:114), and he also acquired Ephraim's lot (although the deed says it was inherited), and sold it to his brother Nehemiah, May 31, 1788 (188:114). John Cole Jewett sold his enlarged lot, $21\frac{1}{8}$ acres to Jacob Pickard, Jr., January 8, 1810 (189:109), and Nehemiah sold him the adjoining lot, $9\frac{1}{4}$ acres, March 26, 1812 (196:254). He built a dwelling on this location. His son, Isaac, inherited the estate, which passed by inheritance to his son,

Luther Calvin Pickard. His heirs, Mrs. Emma Perley, wife of Osborne P. Perley and Mrs. Elizabeth H. Haggerty, are the present owners.

Katherine, the unmarried daughter of Purchase Jewett, built a dwelling on the lot she received from her father, in 1789. In her will signed February 21, 1814, she bequeathed her dwelling and ten acres to Elizabeth, Sarah and Kata Smith, daughters of her sister Ruth. (Pro. Rec. 385:167-8.) On October 8, 1830, Elizabeth Smith of Ipswich, singlewoman, Nathaniel Pickard of Rowley and Catherine, his wife (Kata, as she is called in her aunt's will), Edward Jewett of Rowley, and Sarah, the heirs of Katharine, sold the homestead to Oliver Bailey of Rowley, cordwainer (259:4), who built a new house on the lot, and took down the old dwelling. His son, Oliver A. Bailey, sold 5 acres, on Dow's brook, included in the basin of the Ipswich Water Works, to the Town, May 18, 1894 (1411:168), and with other heirs sold another small piece to the same, June 25, 1894 (1461:482). His son, Eben Howe Bailey, purchased the interest of his sister, Elizabeth B., wife of Joseph D. Dodge, of his brother, Oliver A., and the heirs of his deceased brother, Amasa P. (1623:21, 23, 24).

To Nehemiah Jewett, by the will of his father, Purchase, was given the homestead, which was on the lot north of Katherine's. Purchase had inherited this from his father, Nehemiah, Jr., and it was undoubtedly the home of Nehemiah, Sen. and Katherine Garland. He married Margaret Hazen of Rowley, January 8, 1767 and for his second wife, Hannah Chaplin of Rowley, April 1, 1784. He died November 8, 1815, leaving an estate of about 94 acres with buildings. (Pro. Rec. 388:156.) A portion of the dwelling was included in the widow's dower. Nine acres on the highway were sold by the administrator to Jacob Pickard, Jr., May 7, 1816 (222:144) and the heirs, Nehemiah, Abraham, Hannah and Jane, wife of Joshua Plummer, sold him three acres more (222:143). By mutual quitclaim, Abraham received the northwest half of the house, Nehemiah the southeast, May 12, 1831 (268:117, 271:26). Abraham married Judith Matson of Rowley. Their oldest child, Judith, married Jacob Bailey, March 30, 1824. Ebenezer Jewett, fisherman, son of Abraham, sold to John H. and Charles Bailey, sons of Jacob and his sister, Judith, $4\frac{3}{4}$ acres with the interest of his father in the house, November 2, 1859 (597:192), part of which they sold to the Town in 1894. (1461:480.)

Nehemiah Jewett and his wife, Sarah, sold his father's part of the house to Joseph Wait, July 11, 1831 (267:71), who sold to William H. Jewett, another son of Nehemiah, and he mortgaged to Samuel Hobson, May 11, 1850 (478:102). Hobson acquired possession and conveyed to Elizabeth B., wife of William H. Jewett, De-

cember 11, 1855 (645:44), who gave title to her daughter, Mrs. Nellie Claxton, wife of Thomas Claxton, May 7, 1895 (1443:542) who sold to Eben H. Bailey, a small lot, December 7, 1904 (1846:388).

Charles Bailey, son of Jacob and Judith (Jewett), acquired his brother's interest in the northwest half, and the administrator of his estate sold this to Harry E. Bailey, November 28, 1904 (1846:385). He conveyed to James Dillon, December 1, 1904 (1869:558), who had married Mrs. Claxton, and the title to the ancient and weather-worn dwelling being now assured, Mr. Dillon built a new house a little way from the old house, and took down the ancient homestead.

The Twiford West Farm.

Twiford West bought of Thomas Scott his original grant from the Town, sold half to Joseph Jewett and retained half. He enlarged this by the purchase of Wilson's hill, and his widow, Mary bought a sixty acre lot from Joseph and Faith Jewett (1685, Ipswich Deeds 5:383). John West, son of Twiford and Mary, succeeded in the ownership and it was inherited, in part at least by his daughter, Elizabeth. The widow Elizabeth Head of Bradford, daughter of John West, conveyed to her sons, John and James Head, $33\frac{1}{4}$ acres of mowing, orchard and woodland, which was two-thirds of John West's farm, May 3, 1744 (85:118), and the other third, 15 acres of woodland, to Edward Eveleth and Col. John Choate, with a way over the front lot, May 23, 1744 (85:143).

John Boynton and David Nelson sold the 33 acre lot with all the buildings to Jonathan Pearson of Rowley, February 20, 1750 (96:217). He was the son of Lieutenant Stephen Pearson of Rowley, and Hannah, daughter of Jeremiah Jewett of the Muzzey farm. He had married Sarah Longfellow April 16, 1740, and Anna, Edward, Hannah, Nathan and Mark had been born, while they made their home in Rowley. Amos came just as the new house was occupied. Jonathan, Sarah, Elizabeth, Stephen and Tabitha were all born in the Ipswich farm house. The coming of this fine family was a notable event in the annals of the village, and as the years passed, and the children grew to mature life, they found places of use and dignity.

Hannah became the wife of Aaron Jewett, her neighbor, in 1769, and the mother of eight sons and daughters. Stephen was a soldier of the Revolution in Col. Wade's regiment. Deacon A. Everett Jewett preserves with pride, the gun he took from the side of a dead Hessian, and the knapsack he wore with its initials, S. P. The family tradition is that he was one of the boat's crew which rowed Benedict Arnold to the Vulture. Tabitha married Jacob

Pickard Jr. of Rowley in 1788, and her longing for her old home may have been one of the reasons why her husband bought John Cole Jewett's land near by in 1810.

Mr. Pearson bought back the 22 acres from Samuel Wainwright, February 12, 1760 (109:173) which John West had sold to Col. John Wainwright, September 27, 1703 (16:121), and other lots, and built a new house. An old cellar was unearthed when the basin was constructed and this marks the probable site of the Twiford West farm house, which was old when Mr. Pearson bought the place. He died on January 16, 1796 in his eighty-second year, his venerable wife surviving him. He devised the farm to his sons, Nathan and Steven. (Pro. Rec. 364:280.)

The brothers both spent all their days on the home acres. Nathan married Mary Bradstreet, daughter of Lieutenant Nathaniel of the farm near by, June 20, 1774, and their children were Sewall, Betty, Abigail, Moses, Amos and Hannah. Abigail was the first wife of Moses Jewett, Jr. Stephen, after the War of the Revolution, returned to the quiet life of the farm, married Ruth Jewett in 1787, and after her early decease, Sally Nourse, of the family of Daniel, who became the mother of seven. He and his brother bought surrounding lands, and secured the farm buildings and a large portion of the Dresser farm, March 4, 1807 (180:145). The brothers made innumerable divisions and exchanges, and the original Jonathan Pearson farm passed through many different owners, members of the family for the most part, for the next twenty-five years. Stephen eventually owned the largest part, and upon his death on August 8, 1831, his sons, Stephen and John Nourse, became joint owners and executed mutual quitclaims in the spring of 1832 (283:182, 183). Much of the farm passed to Dr. Manning and other owners. The homestead was retained and occupied by Emily, wife of Oliver A. Bailey, the last surviving daughter of John N. Pearson. She left it to her husband and he devised it to his brother, Eben H. Bailey, and Emma Hunt, his wife, who still own.

The Thomas Emerson Farm.

Under date of January 1st, 1638, the entry occurs in the Town Records:

"Granted to Thomas Emerson sixty foure acres of upland adjoyneing to Goodman Mussies farne and sixteene acres of meadow as near as may be found."

February 10, 1640. "Agreed that what lands Thomas Emberson shall want of his 80 acres (yielded to the Towne upon Rowley business) after the marsh is laid out to him, Mr. William Payne and George Giddings shall allow him in some convenient place."

February 23, 1643. "The committty apoynted to laye out Goodman Emerson's farne did report to the Towne that they left two rod between it and the lyne that runs between Rowley and us for a highway for those farms that are shut from the Common."

Thomas Emerson of Ipswich, a baker by trade, sold to Joseph Jewett of Rowley, his farm, "granted by the Town of Ipswich, four score acres on the south side of Prospect hill, bounded southeast by Richard Kimball and John Pickard, northeast by John Cross, northwest by a highway 2 rod broad lying between the Towne of Rowley and said farm, southwest by the Cow common of Ipswich." June 13, 1650. (Ipswich Deeds 1:71.)

The executor of the Jewett will sold $56\frac{1}{2}$ acres, all in Ipswich, bounded by the country highway, Twiford West and others, to John Dresser, Sen., March 26, 1662 (Ipswich Deeds 2:235), and 17 acres, part in Ipswich, part in Rowley (Ipswich Deeds 2:90). John Dresser, cordwainer, whose homestead was over the Rowley line, conveyed half his estate to his son, Nathaniel, "that he may have settlement near him," May 25, 1706 (24:165), land of Samuel Dresser's widow, and her sons, Samuel and Joseph, abutting.

Nathaniel Dresser of Rowley sold to Edward Eveleth of Ipswich, shop keeper, his dwelling and land partly in Ipswich and partly in Rowley, $32\frac{1}{2}$ acres, adjoining land formerly in possession of Joseph Dresser, March 26, 1726 (45:251).

The inventory of Joseph Dresser included a house, barn, $1\frac{1}{2}$ acres of plow-land at home, and 14 acres tillage and pasture in Ipswich. (1718, Pro. Rec. 312:447). Abel Dresser, blacksmith of Boston, Jeremiah Hobson and Jane, his wife, and Thomas Hobson and Hannah, his wife, daughters of Joseph Dresser, and Jeremiah Dresser of Rumford, quitclaimed interest in their father's estate to their brother, Dr. Amos Dresser of Rowley (1738-1740. 77:277, 92:120, 93:35). The widow, Joanna Dresser, executrix of the estate of her son, Dr. Amos, conveyed 9 acres on the highway to Samuel Dresser, whose land abutted on this lot, October 12, 1742 (84:33).

Samuel Dresser is the only one of the family apparently whose dwelling was on Ipswich territory. He conveyed a third of his dwelling with land to his son Daniel, April 14, 1730 (77:207). Daniel inherited the remainder and made a similar conveyance to his son John, July 10, 1762 (119:143). Daniel Dresser, son of John, apparently, who died March 10, 1782, acquired the estate. He met with financial reverses and the property was completely lost. Eight and three quarter acres went to Stephen Pearson, December 15, 1798 (164:282); five acres with buildings was set off to Jeremiah Pickard of Canterbury, who had married Melitable Dresser, August 1, 1800 (167:41); more land, including the lot, which he crossed in going from his house to the highway, was bought by the Pearsons,

March 22, 1802 (170:185), and all that remained, with his dwelling passed to Stephen Pearson, March 4, 1807 (180:145).

Mrs. Hannah Dresser married John Bailey, 3d, of Rowley, (intention January 26, 1760). The widow, Hannah Bailey, conveyed an acre and a half with buildings to Pierce Bailey, cordwainer, Mehitable and Elizabeth Bailey, spinsters, abutting on Daniel Dresser on the west, August 18, 1804 (175:78). Isaac Noyes is mentioned as the occupant in 1798 (164:282) and the marriage intention of Isaac Noyes and Mrs. Abigail Dresser was published October 13, 1772. Reuben How and his wife Elizabeth, in her own right, sold a small plot, 32 feet wide on the road adjoining Pierce Bailey's, to Oliver Bailey, November 10, 1815 (208:208) and three quarters of an acre more May 21, 1824 (238:103). Oliver Bailey was one of the heirs of his father, Pierce Bailey. He quitclaimed to his brother, Jacob, his interest in $1\frac{3}{4}$ acres, and 12 rods of his own, with rights in all the buildings except the barn, November 19, 1827 (246:213). John, Henry and Charles Jewett, sons of Jacob, inherited, and Eben H. Bailey, administrator of the estate of Charles, sold $1\frac{3}{4}$ acres to his son, Harry E. Bailey, November 28, 1904 (1846:389). The house disappeared many years ago but trace of the cellar remains.

Jeremiah Pickard, it has been said, recovered judgment against Daniel Dresser and five acres with a building were set off to him, August 1, 1800 (167:41), but Samuel Wallace and others of Newburyport quitclaimed their interest in the same lot apparently to Daniel Dresser, May 20, 1807 (198:279), Esther Dresser, widow and administratrix of Daniel, late of Newbury, sold four-fifths of the lot to Moses Jewett, Jr., May 5, 1813 (266:21), and Jabez Farley, who had recovered judgment against John Dresser and secured a fifth of the lot, sold this interest to Mr. Jewett, January 30, 1815 (266:22). At his death, this lot was set off to his widow, Abigail, as her dower, their children receiving shares in the Aaron Jewett farm, inherited by their father. (1832. Pro. Rec. 408:281.) Olive Jewett, who married Captain Howe, one of the daughters, moved a little house upon the lot assigned to her mother, who lived here until her death, with her daughter, Mrs. Corrin Prescott and her children. Mrs. Prescott acquired the property, built a large addition to the house, and bequeathed it to her daughter, Olive. She married first, Deacon Edward H. Potter and second Rev. Paul Galaher, and bequeathed her estate to Rev. Frank B. Sleeper, whose widow owns and occupies.

In the earliest years, the life of this quiet village was simple and uneventful, but tense and thrilling experiences were at hand. In 1675, the King Philip war brought terror to the Colony. There seemed no immediate danger to this vicinity, though a guard of

soldiers was posted at Deputy Governor Symonds's Argilla farm. Captain Samuel Appleton hurried with his company to Deerfield, and when he marched again in December, Joseph Jewett was in the ranks, as it has been noted, and his brother Jeremiah, and John Pengry, his brother-in-law, were enrolled in the company and probably made the campaign.

In the early spring of 1676, the danger was close at hand. Word came that Andover was in peril and Captain John Appleton hurried there with sixty men, though there was great complaint in Ipswich that its defenders should be taken from them in such a time of need. Captain Brocklebank of Rowley and many of his men were slain near Sudbury in April. Joseph Jewett was in his company, but was on guard near Marlboro and escaped death. In September, Exeter was attacked and the whole Piscataqua country was ravaged. Fresh tales of scalping, killing and burning, were brought from day to day. The fort about the meeting house gave some promise of security to the people of the more thickly settled community, but the dwellers on these outlying farms were without defence. The Thomas Dow farm was deep in the woods on the upper waters of Dow's brook, where two grass-grown cellars, a mile or more from nearest neighbors or the travelled highway, may still be seen. At any moment, skulking savages might shoot the farmer, working in his fields, or rush from the forest upon the defenceless dwelling.

In March, 1677, Salisbury was in danger. Then came a few years of peace and safety, until the War of William and Mary in 1689. The grim tidings were brought by a swift messenger that Dover had been assailed by night on June 27th, twenty-three settlers killed and twenty-nine taken captive. Major Waldron was cruelly tortured in his own house and finally slain. Major Samuel Appleton led his company thither, and Mr. Nehemiah Jewett was his Ensign. Captain Moses Davis and Benjamin Jewett were in the ill-starred expedition against Quebec.

In the summer of 1696, the swelling tides of danger rolled nearer and nearer. Newbury was attacked. Benjamin Goodridge of Rowley was killed and his family carried into captivity. Ipswich could scarcely hope to escape bloodshed but the summer wore away without an alarm. In March of 1697, the awful story reached the village of the attack on Haverhill and Hannah Dustan's slaughter of her Indian foes.

The constant, wearing dread of the Indian foe, never relaxed by day or night, was hard and bitter enough to tax the nerves of the bravest, but their cup of trouble was not full. Mysterious foes from the invisible world warred against them. For years whispered tales had been told of Elizabeth Howe of the Linebrook neighbor-

hood and her league with the devil. Samuel Perley's daughter, Hannah, had been strangely afflicted and it was said that she had seen Goodie Howe coming and going through a crack in the clapboards and hiding in the oven, and that her suffering was due to the witch's power. Horses and cows had been sorely abused by invisible enemies.

The pastor and teacher of the Rowley church examined the charges and pronounced Mrs. Howe innocent and some of her relatives and friends dared to declare their esteem. But the Elders of the Ipswich church refused her admittance to the church, and when the witchcraft trials began in 1692, she was arrested, condemned and hanged. A shudder of horror thrilled every household. The most natural events had a supernatural significance. The possibility that the charge of being a witch might be made at any moment against one's self or one's dearest friend was a constant nightmare.

Judge Samuel Sewall had conspicuous part in the witchcraft proceedings. He made his circuit on horseback until the infirmities of years grew upon him and he was obliged to journey in his calash, with black Scipio at the reins. No doubt he paid his respects to Mr. Nehemiah Jewett as he passed and had a word with the farm folk, but awe of his judicial dignity rested heavily upon them in those troubled years. It reached its climax when he sat in judgment on poor Esther Rogers in July, 1701.

The Judge's Diary contains the record of her trial. On a January lecture day as the custom was, she had been brought to the public lecture and "Mr. Rogers praid for the prisoner of death, the Newbury woman, who was there in chains." In July, the Jury found her guilty of murdering her bastard daughter. "July 17. Mr. Cooke pronounced the sentence. She hardly said a word. I told her God had put two children to her to nurse. Her mother did not serve her so. Esther was a great saviour, she, a great destroyer. He did not do this to insult her but to make her sensible."

The Court Record contains the fatal entry: "Ordered that the sheriff should erect a gibbet within the Town of Ipswich at a Place called Pingry's Plain," and that she should be executed on Thursday, the last of July, between the hours of ten and five. No doubt the same morbid curiosity, which drew the vast gatherings which Cotton Mather mentions as an incident to the frequent public executions in Boston, gathered a great multitude from all the surrounding towns at the "Gallowes Loot," as it is known to this day, on the corner of the County road and Mile Lane.

Felt, the Ipswich historian, mentions the tradition that "she appeared very sorrowful for her iniquities and acknowledged her sentence to be righteous. She continued in deep distress for her

sins after she set out for the gallows; but when passing a hill, she was divinely enabled to cast her soul upon Christ and to enjoy the consolations of a hope in him. This hill from that time has been called "Comfort Hill", because she there was comforted by the promises of religion to the penitent."

One Sarah Pillsbury was tried for her life in 1706 but happily was acquitted. Strangely and sadly, a third woman was summoned to the Bar, Elizabeth Atwood, who seems to have been living as a maid in one of the families in the neighborhood. One July morning in 1720, the dreadful discovery was made that she had taken the life of her babe. The fly-leaf of an ancient note book tells the tale of the discovery, and the hurried bearing of the news to Judge Jewett. She was brought to trial and died upon the scaffold. The pathetic record remains of the jailer's charges for nursing while she lay in prison and for her execution.

Mr. Felt records some tradition of the unfortunate woman's last hours. "She gave no signs of being properly affected by her crime, or by the realities of eternity. She put on, as many others in a similar condition have done, a mock courage, which set at defiance the retributions of both God and man. As an evidence of her callousness, tradition tells us that, as it was customary for the executioner to have the clothes of those whom he executed, she fitted herself out in the very worst of her apparel, and on her way to the gallows she laughed, so that a woman who attended her saw it and exclaimed, "How can you be so thoughtless on such an occasion?" and that she immediately replied, "I am laughing to think what a sorry suit the hang man will get from me."

Late in the same century, Pomp, the half daft slave of Captain Furbush of Andover, killed his master while asleep. He was condemned by the Supreme Court sitting in Ipswich in June, 1795. The Salem Gazette has the tale of the execution. On Thursday, August 6th, "he was carried into the meeting house at 11 o'clock. A solemn prayer was made by Rev. Mr. Frisby (Pastor of the First Church) and a judicious and well-adapted sermon by Rev. Mr. Dana (Pastor of the South Church) from the solemn denunciation "He that sheddeth man's blood, by man shall his blood be shed." Mr. Bradford of Rowley prayed at the place of execution. The negro remained unmoved through the whole scene. He was directed to pray in his last moments, and he prayed with great solemnity."

One of the neighbors, then a young girl, was within hearing distance at least, and she used to tell in her old age that Mr. Bradford prayed so loud that his voice was heard in Rowley, and that a crowd of thousands was gathered to witness his death. Happily this was the last of these scenes of horror.

In the year 1730 the Village folk began their contention to be

set off from the old First Parish of Ipswich and annexed to Rowley Parish. From the beginning their affiliations had always been with Rowley. Nehemiah Jewett was an Elder in that church and he was buried in the Rowley burying ground. They worshipped in the Rowley meeting house and their marriages were with Rowley men and maids. They paid regularly for the support of the minister, but as they were residents of Ipswich, they were obliged to pay the rate assessed upon them by law for the support of the First Parish. The first petition in 1738 to be allowed to join the Rowley Parish failed. In March, 1746, Samuel and Daniel Dresser, Purchase and Moses Jewett, Captain Moses Davis, John Harris and Nathaniel Bradstreet again sought relief, and the General Court, in spite of the protest of the Ipswich people allowed these men and the estates of Francis and John Pickard to be annexed to the Rowley First Parish.¹

On May 5, 1784, David Hammond, Moses Bradstreet, Hannah Bradstreet, Timothy Harris and Nathaniel Bradstreet, petitioned that they might be incorporated with the town of Rowley, with all the land north of a stone wall on the north side of Muzzy Hill. Their petition was granted and the new line of division between the two towns was located.² Captain Moses Jewett and others petitioned to be set off to Rowley in 1791 but the Town Committee reported adversely.

The old homesteads, the busy mills on Egypt river have disappeared. The later dwellings, from which James Jewett went to die at Louisburg and Stephen Pearson to his heroic service in the War of the Revolution have passed away. The home of Captain Moses Jewett, from which he rode to lead his company of horsemen to Lexington and Concord, is the only survivor.

The humble Dow's brook has come to greater honor than Egypt river ever knew. The comely pumping station renders more beneficent service than the old saw mill and grist mill and Shatswell's scheme of a fulling mill, had it been realized. Its modern engines, never resting, provide water and light for all the needs of the whole Town. A State Highway with smooth macadam finish has supplanted the old road. The family horse, with saddle and pillion, the plodding farm wagons, the ancient post rider and the later stage coach, have given way to trolley cars and flying automobiles. The days of solitude have passed. The most secluded dwelling may be linked with the busy world by its line of telephone and the daily coming of the rural mail. The naïve simplicity, which characterized the good dame of the village, who watched the newly erected telegraph wire sharply, and exclaimed after weary days of fruitless

¹ Acts and Resolves, Vol. xlii, p. 529.

² Town Record, May 5, 1784, Oct. 5, 1785.

vigil, "They can't be doing much business for I haven't seen a single message go by," has felt the touch of cosmopolitan life.

The great fireplaces and roaring fires, the looms and spinning wheels, tallow dips and homespun clothes are scarce remembered. The toil of home and farm has been lightened wondrously. The farmer rides to plough and harrow, mow and rake. The good wife may be a patron of the great department store in the distant metropolis and the parcel post will bring her purchase to her door. The Village has become part and parcel of the world.

T. F. WATERS IN ACCOUNT WITH THE IPSWICH HISTORICAL
SOCIETY FOR THE YEAR ENDING DEC. 1, 1912.

DR.

Membership dues,	\$339 00
Life membership dues,	100 00
Legacy, Miss Elizabeth B. Jewett,	50 00
Alexander B. Clark, contribution toward printing No. XVIII,	100 00
Guy Murchie, ditto,	9 25
Books, etc., by mail,	10 75
Whipple House:	
Door Fees, Pictures, etc.,	88 20
Supper,	91 95
	<hr/>
	180 15
	<hr/>
	\$789 15
Balance in Treasury Dec. 1, 1911,	485 27
	<hr/>
	\$1,274 42

CR.

Publication account,	\$452 10
Salary of President,	250 00
Books, Envelopes, Postage,	34 13
Research,	16 00
Insurance of Publications,	10 00
Incidentals,	4 44
Whipple House:	
Fuel,	\$25 70
Water,	8 25
Cleaning and repair,	16 35
Pictures,	18 01
Gratuity,	5 00
	<hr/>
	73 31
	<hr/>
	\$83 98
Cash in Treasury,	484 44
	<hr/>
	\$1,274 42

T. F. WATERS IN ACCOUNT WITH THE IPSWICH HISTORICAL
SOCIETY FOR THE YEAR ENDING DEC. 1, 1913.

Dr.

Membership dues,	\$406 00
Publications by mail,	7 39
Whipple House:	
Door fees, publications, etc.,	65 93
Lynn Historical Society,	2 14
Supper,	122 00
	<hr/>
	190 07
	<hr/>
	\$603 46
Balance in Treasury Dec. 4, 1912,	434 44
	<hr/>
	\$1,037 90

Cr.

Salary of President,	\$250 00
Interest and payment on mortgage,	224 00
Insurance,	24 00
Books,	16 00
Research,	9 50
Compiling list Revolutionary soldiers,	10 00
Envelopes, postage,	10 04
Incidentals,	12 88
Whipple House:	
Water,	\$13 75
Fuel,	85 34
Rugs,	56 00
Incidentals,	11 50
	<hr/>
	166 59
	<hr/>
	\$723 01
Cash in Treasury,	314 89
	<hr/>
	\$1,037 90

MEMBERS.

LIFE MEMBERS.

Mrs. Alice C. Bemis	Colorado Springs, Col.
Richard T. Crane, Jr.	Chicago, Ill.
John Hogg	Boston, Mass.
Miss Katherine Loring	Pride's Crossing
Mrs. William C. Loring	Boston, Mass.
William G. Low	Brooklyn, N. Y.
George Prescott	Rowley, Mass.
James H. Proctor	Ipswich, Mass.
Thomas E. Proctor	Topsheld, Mass.
Charles G. Rice	Ipswich, Mass.
Charles P. Searle	Boston, Mass.
Mrs. Charles P. Searle	" "
John E. Searle	" "
John Cary Spring	" "
Mrs. Julia Appleton Spring	" "
Eben B. Symonds	Salem, Mass.

RESIDENT MEMBERS.

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Mrs. Sheila F. Allen	Charles A. Campbell
Charles L. Appleton	Mrs. Lavinia Campbell
Francis R. Appleton	Jeremiah Campbell
Mrs. Frances L. Appleton	Mrs. Genevieve Campbell
Francis R. Appleton, Jr.	Edward W. Choate
James W. Appleton	Philip E. Clarke
Randolph M. Appleton	Mrs. Mary E. Clarke
Mrs. Susan A. R. Appleton	Miss Harriet D. Condon
Miss S. Isabel Arthur	Miss Roxana C. Cowles
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John H. Baker	Mrs. Carrie Damon
Charles W. Bamford	Mrs. Ellen C. Damon
G. Adrian Barker	Miss Edith L. Daniels
George E. Barnard	Edward L. Darling
John A. Blake	Mrs. Howard Dawson
Robert W. Bolles	George G. Dexter
Warren Boynton	Miss C. Bertha Dobson
Albert S. Brown, Jr.	Arthur W. Dow
A. Story Brown	Dana F. Dow
Charles W. Brown	Howard N. Doughty
Henry Brown	Mrs. Charles G. Dyer
Frank M. Burke	Mrs. Emeline F. Farley
Ralph W. Burnham	Miss Lucy R. Farley
Mrs. Nellie Mae Burnham	Miss Abbie M. Fellows

John S. Glover
 Charles E. Goodhue
 Frank T. Goodhue
 John W. Goodhue
 William Goodhue
 Mrs. Annie T. Grant
 Miss Helen Haskell
 George H. W. Hayes
 Walter E. Hayward
 Mrs. Alice L. Heard
 Miss Alice Heard
 John Heard
 Mrs. Caroline G. Hodgdon
 Miss Mary A. Hodgdon
 Miss S. Louise Holmes
 Daniel N. Hood
 Benjamin R. Horton
 A. Everett Jewett
 Miss Lucy S. Jewett
 Mrs. Harriett M. Johnson
 Miss Ida B. Johnson
 Miss Ellen M. Jordan
 Charles M. Kelly
 Fred A. Kimball
 Robert S. Kimball
 Mrs. Isabel G. Kimball
 Mrs. Mary A. G. Kinsman
 Miss Bethiah D. Kinsman
 Miss Rhoda F. Kinsman
 Mrs. Susan K. Kinsman
 Dr. Frank W. Kyes
 Mrs. Georgie C. Kyes
 Miss Sarah E. Lakeman
 Miss Ellen V. Lang
 Mrs. Mary S. Langdon
 Austin L. Lord
 Miss Lucy Slade Lord
 Thomas H. Lord
 Mrs. Lucretia S. Lord
 Charles L. Lovell
 Mrs. Mary B. Maine
 James F. Mann
 Joseph Marshall
 Everard H. Martin
 Mrs. Marietta K. Martin
 Herbert W. Mason
 Dr. M. Charles McGinley
 Mrs. Mabel McGinley
 Daniel E. Measures
 George V. Millett
 Miss Abby L. Newman

William J. Norwood
 Mrs. Elizabeth B. Norwood
 John W. Nourse
 Mrs. Harriet E. Nourse
 Rev. Robert B. Parker
 Mrs. Robert B. Parker
 Miss Charlotte E. Parker
 I. E. B. Perkins
 Augustine H. Plouff
 William H. Rand
 William P. Reilly
 William J. Riley
 James S. Robinson, Jr.
 Mrs. Anna C. C. Robinson
 Frederick G. Ross
 Mrs. Mary F. Ross
 Joseph F. Ross
 Mrs. Helene Ross
 Daniel Safford
 Angus Savory
 Charles A. Sayward
 Harry M. Sayward
 George A. Schofield
 Amos E. Scotton
 Dexter M. Smith
 Mrs. Fanny E. Smith
 Fred A. Smith
 Mrs. Elizabeth K. Spaulding
 Frank R. Starkey
 Dr. Frank H. Stockwell
 Mrs. Sadie B. Stockwell
 Miss Lucy B. Story
 Edward M. Sullivan
 John J. Sullivan
 Arthur L. Sweetser
 Samuel H. Thurston
 R. Elbert Titcomb
 George W. Tozer
 Miss Ellen R. Trask
 Jesse H. Wade
 Miss Nellie F. Wade
 Miss Emma E. Wait
 Luther Wait
 Rev. T. Frank Waters
 Mrs. Adeline M. Waters
 Mrs. E. H. Welch
 Mrs. Lena Wendell
 Mrs. Marianna Whittier
 Miss Eva Adams Willcomb
 Chester P. Woodbury

NON-RESIDENT MEMBERS.

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Frederick J. Alley	Hamilton, Mass.
Mrs. Mary G. Alley	" "
Mrs. Clara R. Anthony	Brookline, Mass.
Mrs. S. Reed Anthony	Boston, Mass.
William S. Appleton	" "
Eben H. Bailey	" "
Harry E. Bailey	" "
Dr. J. Dellinger Barney	" "
Miss Caroline T. Bates	" "
Josiah H. Benton	" "
Miss E. D. Boardman	" "
Mrs. Ellen L. Burditt	" "
Hervey Burnham	Essex, Mass.
William H. Buzzell	North Adams, Mass.
Rev. Augustine Caldwell	Eliot, Me.
Eben Caldwell	Elizabeth, N. Y.
Miss Florence F. Caldwell	Philadelphia, Penn.
John A. Caldwell	Winchester, Mass.
Mrs. Luther Caldwell	Lynn, Mass.
Miss Mira E. Caldwell	" "
Mrs. Fannie E. Carter	Salem, Mass.
Mrs. Lina C. Cushing	Washington, D. C.
Charles Davis	East Milton, Mass.
Maj. Gen. George W. Davis	Washington, D. C.
Henry L. Dawes	Pittsfield, Mass.
Mrs. Catherine P. Dawes	" "
John V. Dittmore	Boston, Mass.
Joseph D. Dodge	Lynn, Mass.
Miss Ellen M. Dole	Salem, Mass.
Mrs. Grace Atkins Dunn	New York, N. Y.
William W. Emerson	Haverhill, Mass.
Joseph K. Farley	Koloa, Kauai, Hawaiian Islands
Mrs. Eunice W. Felton,	Cambridge, Mass.
Mrs. Pauline S. Fenno	Rowley, Mass.
F. Appleton Fitchner	Southboro, Mass.
Stanwood E. Flitner	Englewood, N. J.
William E. Foster	Providence, R. I.
Mrs. Julia A. Foster	" "
Amos Tuck French	New York, N. Y.
Edward B. George	Haverhill, Mass.
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Dr. J. L. Goodale	Boston, Mass.
Samuel V. Goodhue	Salem, Mass.
William E. Gould	Brookline, Mass.
Ralph H. Grant	Dayton, O.
Mrs. Amy M. Haggerty	Washington, D. C.
Dr. Francis B. Harrington	Boston, Mass.
Miss Louise M. Hodgkins	Wilbraham, Mass.
Augustus T. Holmes	Engineer S. S. Liguernier
Mrs. Gertrude F. Hooper	Boston, Mass.
Joseph Increase Horton	Somerville, Mass.
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Rev. Horace C. Hovey	Newburyport, Mass.
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Gerald L. Hoyt	New York, N. Y.
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Right Rev. Frederic J. Kinsman	Wilmington, Del.
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Chalmers Wood, Jr.	" " "
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The Ipswich Historical Society was organized in 1890, and incorporated in 1898. It has purchased and restored to its original architecture the ancient house it now occupies, one of the finest specimens of the early Colonial style. It has issued a series of Publications which have now reached to No. XIX, which are of general interest.

Our publications should have a wider circulation, the mortgage of \$500 which now burdens us should be discharged, and a beginning should be made of collecting funds for our fire-proof Memorial building for our collections and various uses. We wish to commend our work and our needs to our own citizens, to those who make their summer home with us, to all, scattered throughout our land, who have an ancestral connection with the old Town, and to any who incline to help us. We can use large funds wisely in sustaining the Society, in erecting our new building, and in establishing a permanent endowment.

Our membership is of two kinds: An annual membership, with a yearly due of \$2, which entitles to a copy of the Publications as they are issued, and free entrance to our House with friends; and a life membership, with a single payment of \$50, which entitles to all the privileges of membership.

Names may be sent at any time to the President. Orders for the publication will be filled at once.

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AND THE

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AND LIVED IN IT

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XX*

THE JOHN WHIPPLE HOUSE

In Ipswich, Mass.

AND THE

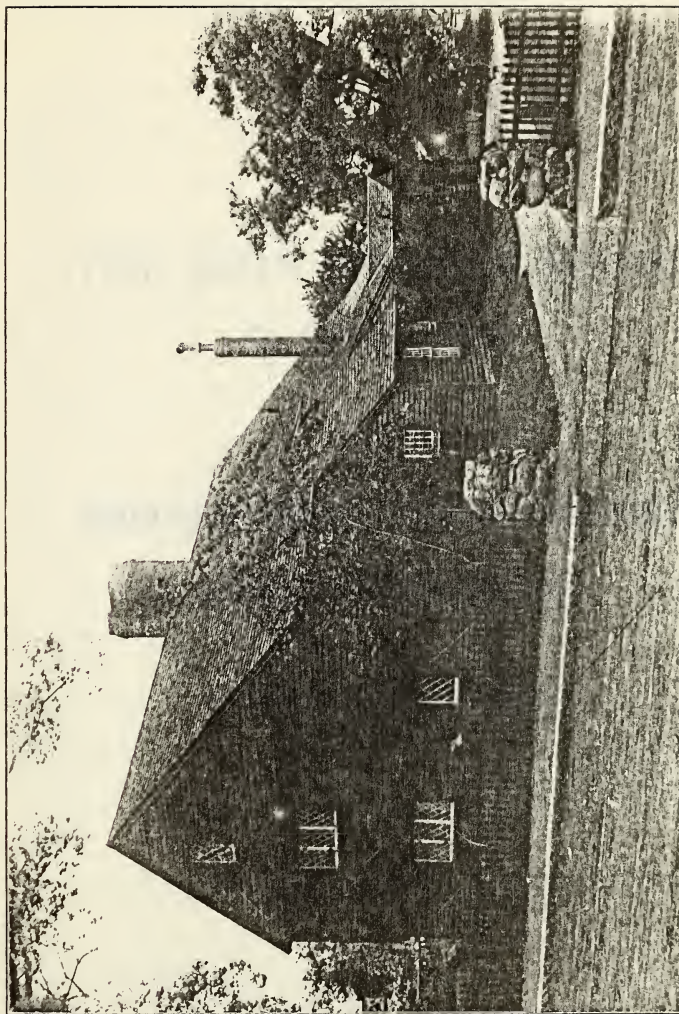
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THE FIRST TWENTY YEARS
OF THE HISTORY OF THE
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PEOPLE WHO HAVE GROWN
AND LIVED IN IT



WHIPPLE HOUSE
The Home of the Ipswich Historical Society

*PUBLICATIONS OF THE IPSWICH
HISTORICAL SOCIETY
XX*

THE JOHN WHIPPLE HOUSE

In Ipswich, Mass.

AND THE

PEOPLE WHO HAVE OWNED
AND LIVED IN IT

By THOMAS FRANKLIN WATERS

Printed for the Society

1915

THE JOHN WHIPPLE HOUSE.

In the year 1634 when the land was being divided among the settlers, and homes were being built, a mill had already been erected by Mr. Richard Saltonstall, probably the wealthiest and most influential man of the town. Mr. Samuel Appleton had received a grant of six acres near the mill, part of which is now occupied by the railroad, and adjoining this lot, a house lot was assigned to Mr. John Fawn. He had received a six acre lot on Town Hill in December, 1634, and although the grant of the house lot is recorded under the date, "The 13th of January, 1637," it is probable that he received his house lot at about the same time, as tillage lots were granted only to house owners. The earliest records were made in various old books, which the Town Clerk of later years, Robert Lord, copied into another volume, and in many cases, it is evident that the record of the grant was made some time after the lot was assigned.

The adjoining lot, including the square bounded by the present Saltonstall, Market and Union Streets, was granted to Mr. Daniel Denison, who came with his wife Patience, daughter of Governor Thomas Dudley, Simon Bradstreet and his wife, Ann, the poetess, sister of Patience, and the peppery Governor Dudley, to make their home in the new settlement in 1635. Undoubtedly the house lots were assigned in that same year, but no mention of Denison's lot is made until the memorandum, which follows Mr. Fawn's grant:

"Granted to Daniell Denison a house lott next to Mr. Fawne's, to come to the scirt of the Hill next the swamp."

Upon this lot, Mr. Denison, later the military leader of the Town and eventually Major General of the Colony, built his house and "paled in" his lot. He sold it to Humphrey Griffin on January 19, 1641-2 and built a new dwelling on the lot now owned by Mr. Robert S. Kimball and others on Green St.

Mr. Fawn also built a dwelling on his lot, but he sold it in a few years, as the record occurs:

"Granted Mr. Samuel Appleton by the company of freemen, as followeth. Imprimis, Eight acres of Land more or less as it lyeth above the Mill bounded on the Southeast by the Town River also having a houselott formerly granted to John Faun on the north-east also on the northwest the highway leading in to the Common."

"Entered into the Towne books folio 16, the 20th day of December 1638."

Mr. Fawn, therefore, had disposed of his lot at that date, and a little later he was a resident of Haverhill.

The new owner was undoubtedly Mr. John Whipple, who had received from the Town a six acre planting lot, and in company with his brother, Matthew, a two hundred acre farm in the locality now included in the town of Hamilton, recorded in September, 1638. He was certainly dwelling there in 1642, as the Town Record contains the item.

31 of the 8th mo. 1642

"Whereas it was ordered that John Whipple should cause the fence to be made betweene the house late Capitaine Denisons and the sayd Jo: Whipple namely on the side next Capitaine Denisons and to be paid by the Towne for the one halfe; and the other half by the Captain; The said John brought in his accompt for his charge which came to 35 s. 6 d. Whereof there is due to John Whipple 0 15 6
and to Mr. William Payne 1 0 0"

Mr. Fawn conveyed his interest in the house several years later.

Md. that I, John Fawne, gent. do by these presents, allow, certifie & confirme, unto Mr. John Whipple his heires and assignes forever, a certaine bargaine & sale of an house & house lott in Ipswich conteining by estimation two acres & a halfe, more or lesse, formerly sould unto the said John Whipple by John Jolly, Samuell Appleton, John Cogswell, Robert Muzzey, & Humphrey Broadstreete & doe hereby release all my right and title thereunto, as witness my hand & seale, this 10th day of October, 1650

JOHN FAWNE.

Witnesses

Robert Payne

Joseph Noyes

This deed & release were acknowledged the day & yeare above written by the said John Fawne
before me,

SAMUEEL SYMONDS.¹

¹ Ipswich Deeds 1:39.

The original deed is not to be found, and this quit claim deed only perfects the title to the property, which was purchased by Whipple from six well-known citizens acting in some collective capacity, not yet discoverable. But it is of great value as proving Fawn's original ownership.

Is it possible that the house built by Mr. Fawn before 1638, which passed to Mr. Whipple, is identical in whole or part with the ancient mansion, which beyond a doubt was owned by generations of Whipples, and has come at last into the possession of the Ipswich Historical Society? By a happy accident the record has been preserved of one Ipswich house of this period, which contains such minute details, that it affords a valuable criterion for comparison. This is the house which was built for Deputy Governor Symonds on the Argilla farm, which he had purchased of John Winthrop, Jr., in 1637. There was no dwelling on the farm and Mr. Symonds wrote to Mr. Winthrop, requesting his good offices in building a substantial house, which might serve the double purpose of a farm-dwelling and store-house. His letter is as follows:

To John Winthrop Jr.

To the Right Worshipfull his much honored brother, John Wentthrop of Ipswich, Esqr. Speed this I pray.

Good Sir:

I have received your lettre, I thanke you for it, it hath bin my earnest desire to have had an oportunity longe ere this to have bene with you againe, but was hindered by the weather . . .

Concerneinge the bargaine that I have made with you for Argilla, my wife is well content, & it seems that my father Peter¹ hath imparted it to the Governor, who (he tells me) approves of it very well, alsoe soe I hope I shall now meeete with noe rub in that businesse; but go on comfortably according as I have & daily doe dispose my affaires for Ipswich.

Concerneinge the frame of the howse, I thanke you kindly for your love & care to further my busines. I could be well content to leave much of the contrivance to your owne liberty vpon what we have talked together about it already.

I am indifferent whether it be 30 foote or 35 foote longe, 16 or 18 foote broad. I would have wood chimnyes at each end, the frames of the chimnyes to be stronger than ordinary to beare good heavy load of clay for security against fire. You may let the chimnyes be all the breadth of the howse if you thinke good; the 2 lower dores to be in the middle of the howse one opposite to the other. Be sure that all the dorewaies in every place be soe high than any man may goe vpright under. The staiers I think

¹ Rev. Hugh Peter of Salem, who married Elizabeth, widow of Edmund Reade, and mother of Martha, the second wife of Symonds.

had best be placed close by the dore. It makes no great matter though there be noe particion vpon the first floore; if there be, make one bigger then the other. For windowes let them not be over large in any roome, & as few as conveniently may be; let all have current shutting draw-windowes, having respect both to present & future vse.

I think to make it a girt howse will make it more chargeable then neede; however the side bearers for the second story being to be loaden with corne, etc. must not be pinned on, but rather eyther sett into the studds or borne vp with false studds & soe tenanted in at the ends. I leave it to you and the carpenters. In this story over the first, I would have a particion, whether in the middest or over the particion vnder, I leave it. In the garrett no particion but let there be one or two lucome windowes, if two both on one side. I desire to have the sparrs reach downe pretty deep at the eves to preserve the walls the better from the wether. I would have it sellered all over, and soe the frame of the howse accordeingly from the bottom. I would have the howse stronge in timber though plaine and well brased. I would have it covered with very good oake-hart inch board, for the present to be tacked on onely for the present, as you tould me. Let the frame begin from the bottom of the seller, & soe in the ordinary way upright for I can hereafter (to save the timber within ground) run vp a thin brick work without. I think it best to have the walls without to be all elap boarded besides the clay walls. It were not amisse to leave a doreway or two within the seller, that soe hereafter one may make comings in from without, & let them be both vpon that side which the lucome window or windows be. I desire to have the howse in your bargaineing to be as completely mentioned in particulars as may be, at least so far as you bargaine for, & as speedily done alsoe as you can. I thinke it not best to have too much timber felled near the howse place westward etc. Here are as many remembrances as come to minde. I desire you to be in my stead herein, & what euer you doe shall please me.

I desire you would talke with Mr. Boreman & with his helpe buy for me a matter of 40 bushells of good Indian corne of him or of some honest man to be paidd for now in ready money & to be deliuered at any time in the sumer as I please to vse it. I would deale with such a man as will not repent if corne rise, as I will not if it fall. Thus acknowledging my bouldness, I desire to present our respectfull love to you, my sister, & your little one, not forgetting my daughter, I cease, committing you to him that is mercy & wisdom it selfe & soe rest.

Yours—ever

S. Symonds.

A lengthy postscript is appended which is omitted here. The letter bears no date, but was written evidently soon after the purchase of the Argilla farm, as it was called even in Winthrop's time, sometime before the spring of 1638. Its quaint and labored phrasing does not obscure the meaning. We can see the old farm house, with its over hanging

eaves and windows, few and small, oblong in shape, as we understand "the current shutting draw-windowes," its clap-boarded sides and enormous chimneys, one at each end, perhaps as broad as the house itself, its lutheran windows in the roof, and the low door on either side. Within, one great room occupies the whole or the larger part of the ground floor. The upper floor, designed in part for the storage of corn, is divided into two chambers and the great garret is open throughout. The sides are filled with clay and covered with "good oake-hart inch board," and to secure proper strength for the floors, instead of the more expensive girth, upheld by studs, the studs are continuous from sill to plate and the "side-bearers," on which the floor joists of the second story rest, are let into the studs and securely fastened or held up by a second set of studs. The Deputy-Governor built a house in town on the slope of Meeting House Hill for his dwelling, and he was content to have his farmhouse strong and serviceable albeit crude and rough.

Between this lonely farm house and the old Whipple dwelling there are very interesting resemblances. The original house, as the architecture plainly shows, did not include the heavily timbered east rooms, which with the chimney, are a later addition. In its original form the house was 26 ft. 10 in. long and 17 ft. 8 in. wide on the ground. The chimney was at the end, as was frequently the case in houses of the first period. The door and stairway occupy their original place. There were only two great rooms, but these may have been divided by wooden partitions to secure necessary sleeping chambers. The most striking coincidence of plan is the long stud, which was revealed when the house was repaired and restored, into which a stout two inch oak plank is gained or mortised and secured by a wooden pin or tree-nail, precisely in the manner specified in the letter of Mr. Symonds. The windows are few and small. The walls were filled with bricks and portions of an ancient "daubing" with clay and hay were found in the inner plastering. The chimney is as large as the width of the house admits, allowing room for the entrance and stairway.

Architecturally, therefore, the evidence is all in favor of the identity of the present west rooms of the old mansion

with the John Fawn house. There is nothing in the wills or deeds of conveyance or any local record which suggests a building of later date, and there is no reason why a well-built and until its last years, a well-preserved wooden dwelling, should not have come down to us from the earliest years of our town, and should not survive, barring unforeseen accident, for centuries to come.

The individuals and families, who have dwelt under the old roof tree in so many generations, are of unusual interest, and give a peculiarly tender sentiment to these old rooms. First of all in point of time and it may be of character, we may place John Whipple, as Mr. Fawn is known to us only by name. "Mr." John Whipple, he is called in the earliest mention of his name, the simple prefix indicating higher social standing than the more humble "Goodman." In 1640 he was admitted to be a freeman, and henceforth could vote in the affairs of the Colony and was entitled to the highest civic privileges. That same year he was sent as Deputy to the General Court, and served until 1642, then in 1646, and again from 1650 to 1654. In February, 1640-1 he was chosen one of the "Seven Men" as the Selectmen were then called. In 1641 the Town appointed a Committee to further trade, and a group of notable men, Simon Bradstreet, Robert Payne, Captain Daniel Denison, Mr. Tuttle, Mr. Saltonstall and the brothers, Matthew and John Whipple, were authorized to look after buoys and beacons, to provide salt and cotton, to oversee the sowing of hemp seed and flax seed and "cards wyer canes." That very important public service was supplemented by another in the same year.

A special Committee was chosen to promote the fishing interest, the most important industry of the town, Mr. Bradstreet, Mr. Hubbard, Mr. Symonds, Mr. Robert Payne and Mr. John Whipple, and to them was assigned the important function of carrying out the Town's order regarding the fishing settlement on Little Neck, the curing of the fish, the planting of the land by the fishermen, and the assignment of lots for the building of fishermen's houses. Mr. Whipple's account for the fence between his neighbor's land and his own, it has been noted, was 15 shillings 6 pence. The Town order of November 19th, 1642 is of particular interest:

"It is ordered that the late Constables shall forthwith pay to our Deacon, Jo: Whipple 15 s. 6 d. according to money or in money being due to him as appeareth upon the account of the said Jo: Whipple delivered in the 31th of the 8th mo. 1642."

There is an affectionate touch in the words "our Deacon," which suggests that he not only held the office, but that his townsmen regarded him in his high estate with pride and esteem.

When the first cart bridge was built in the year 1647, where the stone bridge now stands, he was one of the three honorable and competent men to whom the task was assigned. Ezekiel Cheever, the most eminent teacher of his day, came to Ipswich in 1650 to teach the grammar school, and in January, 1652,

"for the better aiding of the schoole and the affaires thereof, Mr. Samuel Symonds, Mr. Nathaniel Rogers, Mr. Jonathan Norton, Major Daniel Denison, Mr. Robert Paine, Mr. William Paine, Mr. William Hubbard, Dea. John Whipple and Mr. W^m Bartholomev were chosen a Committee to receive all such sums of money as have and shall be given toward the building or maintaining of a Grammar schoole and schoole master. . . ."

He was an agent for "the Worshipful Mr. Saltonstall" in his business affairs, during his absence from the country. The note of warm personal friendship is evident in the power of attorney.

7 ber 1649¹

Being by Gods Providence upon a voyage for England I doe heerby constitute my very deare & verye faithfull friends the present Pastor & Deacons of the Church of Christ in Ipswich for me & in my stead to act & deall in & about all my estate and every part & parcel thereof in Ipswich (or New England) . . .

RICHARD SALTONSTALL.

When the pastor of the Ipswich church, Rev. Nathaniel Rogers, lay on his death bed, he summoned Ezekiel Cheever and Deacon Whipple to take his will from his own mouth, and his will provided:

"I ordain my trusty and well-beloved friends, Mr. Robert Payne and John Whipple to be the executors of my will."

He was called for friendly advice to the sick room of Rev. Ezekiel Rogers, the famous minister of Rowley. The brilliant John Norton, teacher of the Ipswich church for twenty

¹ Ipswich Deeds 2:6.

years, was his near friend, and William Hubbard, preacher and historian, who was graduated from Harvard in its first class in 1642 and spent his days as minister of the Ipswich church. President John Rogers of Harvard was a friend of his later years. Mr. Samuel Appleton, whose land adjoined his own, and his sons, Major Samuel and Captain John, were neighbors and friends.

The final honor of his life came to him in the year 1658, when he became a Ruling Elder as well. Hull's diary quoted by Mr. Felt,¹ states that "Mr. Hubbard was brought up under Mr. Norton" and "was ordained teacher" November 17, 1658, and that the church chose two ruling elders which they never had before, to make up their want of Mr. Norton." Rev. John Norton was called to Boston on the death of Rev. John Cotton. Mr. Robert Payne was the other Elder.

The Elder was a very important official, his duties being specified in detail in the Cambridge Platform. Lechford says:

When a minister preacheth abroad in another congregation, the Ruling Elder of the place, after the Psalm is sung, says publicly:— If this present brother hath any word of exhortation for the people at this time, in the name of God, let him say on."

His seat was directly under the pulpit above the Deacons.

The home and fireside of this devout, strong-minded, public spirited man must have been common ground, where in the changing years, minister and magistrate, soldier and merchant, the poet, Anne Bradstreet and school master Cheever, Winthrop, Dudley, Saltonstall, Denison, Symonds, Elder Payne, the Appletons, the Rogerses, and the wise and gracious women of those early days often met and discussed the affairs of church and state, school and college, and the common matters of their daily life. As to the family life that centred in the low-ceiled room and about the hospitable fireplace, we are left largely to our own imaginings. Of course there was the daily family prayer, and the instruction of the children in Mr. Norton's Catechism. The long hours of the Sabbath day from three o'clock on Saturday afternoon, were spent with Puritanical propriety, with much Bible reading

¹ Page 346.

and study at home, and the lengthy services in the meeting house on the hill. The children grew up, married, returned with their children at the great family Thanksgiving feast, and before the worthy Elder died there must have been a merry company.

John was the only son but there were four daughters, Susanna, Elizabeth, Mary and Sarah. Susanna married Lionel Worth of Newbury and had a son and four daughters. Elizabeth married Anthony Potter and became the mother of seven sons and daughters. Mary married Simon Stone of Watertown and was the mother of his eleven children. Sarah, the youngest, was born in 1641 and married Joseph Goodhue, son of Deacon William Goodhue, on July 13th, 1661. In accordance with the custom of the time Deacon Goodhue and Deacon Whipple made a formal agreement on the occasion of the marriage, whereby the young bridegroom was assured the possession of the house and land, then occupied by his father, but which his grandfather Watson in England had desired should be made over to his daughter, Margery, wife of Deacon Goodhue, and to their eldest son Joseph.¹

The document is lengthy and labored but is of unique value as a specimen of the ancient marriage contracts. Courtesy required Deacon Goodhue to wait upon the father of the bride, and we may reasonably believe that the terms of the settlement were discussed and the formal instrument drawn in the home of Elder Whipple.

Agreem^t between John Whipple & Will^m Goodhue, Entered Sept^r 6: 97

Articles agreed upon between John Whipple Sen^r of Ipswich in New England of y^e One party & William Goodhue, Deacon of y^e church of Ipswich on y^e other party in Consideration of a Marriage between Joseph Goodhue & Sarah Whipple thire children in Manner & forme following viz. that I William Goodhue doe promise & Covenant that I will Settle my Eldest Son Joseph Goodhue upon my farme according to our Agreement already made & Signed upon his Marriage with Sarah Whipple which is now to be Consummated alsoe I John Whiple above named have Covenated & Ingaged to pay or Cause to be paid unto Joseph Goodhue forthwith upon his Marriage to my Daughter Sarah forty pounds In good & Marchantable pay alsoe I John Whipple doe Ingage that my daughter Sarah shall have an Equal Share of my household goods with her Two Sisters at my decease & my wife Susannah

¹ Essex Deeds 12:52. The lot included the present Giles Firmin Garden, and the land of the South Parish adjoining.

Whiple, alsoe I y^e aboves^d William Goodhue & Margery Goodhue my wife doe Ingage & Covenant that our Eldest Son Joseph Goodhue now to be Married to Sarah Whipple shall have & possess y^e house that I now live in with all y^e Orchards and buildings upon y^e land belonging to It that I bought of Mr. Giles Firman as it is bounded on y^e other Side at my decease & his owne Mothers Margery Goodhues decease this house & land being payed for by his grandfather In England with that provisal that his grandchild Joseph Goodhue and his Should Injoy it after y^e death of his father & Mother as an absolute & perfect Inheritance for Ever with percell of Salt Marsh of about 22 acres bought of Mr. Thomas Firman with Ten pounds of y^e Twenty five pounds In Silver that Our father Watson Sent over to me to purchase Meadow & upland to lay to y^e house and land aboves^d for his grand Child Joseph Goodhue to Inherit after our death & his hiers for Ever with Six acres of upland at Milebrooke of that land that I had in Exchange of Mr. John Appleton for land in y^e pequott lotts all this housing & lands aboves^d wee give grant & Confirme with Our Son Joseph and his hiers for Ever after our deceases & if that he have Children by his Wife Sarah but if he have not Children or a Child by her then after our Son Joseph death & Sarah his wife without Children it shall be to y^e rest of Our Children that shall outlive them. furthermore I y^e aboves^d John Whiple upon Deacon Goodhue & his Wife Owning & Confirming the house & lands aboves^d with thier Son Joseph Goodhue after thier death I doe promise & Ingage that at y^e decease of my wife Susannah & my Selfe that I Give unto my Daughter Sarah Joseph Goodhues wife now to be Confirmed Thirty pounds In good Currant Merchantable pay at y^e Merchantable price to be payed by my hiers or Executors within Six months after my decease & my wife Susannahs unto Joseph Goodhue or his hiers besides y^e forty pounds first Agreed upon & y^e Share of household goods above mentioned These Several Articles above Agreed upon between Elder John Whiple of Ipswich In y^e County of Essex in New England and Deacon William Goodhue of y^e Same Towne & County & his wife Margery Goodhue upon the Marriage of Joseph Goodhue & Sarah Whipple Our Children wee doe here witness & Confirme our Agreements Each to y^e other by Signing & Sealing hereof y^e thirteenth day of July In y^e yeare of Our Lord Sixteen hundred & Sixty Six

John Whiple Sen^r & a Seale
 William Goodhue Sen^r & a Seale
 her
 Marjery M Goodhue & a seale
 marke

Witness

Jn^o Rogers

Robert Lord

Samuel Youngliet Sen

This Instrument above written Signed Sealed declared delivered & Owned by y^e Severall parties above Named to be thiere agreement & act & deed before us y^e 13 of July 1666

SAMUEL SYMONDS
 DANIEL DENISON

Essex Deeds 12:52.

The marriage was duly consummated and proved ideally happy. Ten children were born to them, but before the birth of the last, Sarah Goodhue was impressed that she would not survive. She composed therefore a "Valedictory and Monitory Writing," which was found after her death. It was published and republished and still remains a classic in the annals of the olden time. Her portrayal of her profoundly religious life, her joy in the Lord, her delight in sermons and all religious exercises, her affection for her husband and children, is unspeakably tender and reveals the depths of spiritual experience that underlay the severe legalism of the old Puritan religion. The literary style, moreover, is chaste and beautiful and betokens a cultured and luminous atmosphere in her early home. The fine quality of that home life is well reflected as well, in the last item in the inventory of the Elder's household goods: "Item in Books £2 8 o."

THE COPY
OF A
VALEDICTORY AND MONITORY
WRITING,

Left by Sarah Goodhue,

The wife of Joseph Goodhue, of Ipswich, in
N. E. and found after her decease ;
full of spiritual experiences, sage
counsels, pious instructions,
and serious exhortations :

Directed to her Husband and Children, with other near
Relations and Friends, and profitable to all that
may happen to read the same.

She was the youngest daughter of ELDER WHIPPLE,
born at the said *Ipswich*, Anno 1641, and died suddenly,
(as she presaged she should) July 23, 1681, Three Days
after she had been delivered of two hopeful Children,
leaving ten in all surviving.

CAMBRIDGE, *New-England*: Printed in 1681.

SALEM: Reprinted by SAMUEL HALL, 1770.

PORTLAND: Again reprinted by request, by
JENKS & SHIRLEY, 1803.

CAMBRIDGE, *New-England*: Again reprinted
by METCALF & Co., for DAVID PULSIFER, of
BOSTON, 1850.

THE COPY &c.

DEAR and loving Husband, if it should please the Lord to
make a sudden change in thy family, the which I know not how
soon it may be, and I am fearful of it :

Therefore in a few words I would declare something of my mind,
lest I should afterwards have no opportunity: I cannot but sympa-
thize and pity thy condition, seeing that thou hast a great family
of children, and some of them small, and if it should please the
Lord to add to thy number one more or two, be not discouraged,
although it should please the Lord to deprive thee of thy weak

help which is so near and dear unto thee. Trust in the living God, who will be an help to the helpless, and a father to the motherless: My desire is, that if thou art so contented, to dispose of two or three of my children: If it please the Lord that I should be delivered of a living child, son or daughter, my desire is, that my father and mother should have it, if they please, I freely bequeath and give it to them. And also my desire it, that my cousin *Symond Stacy* should have *John* if he please, I freely bequeath and give him to him for his own if thou art willing. And also my desire is, that my cousin *Catharine Whipple* should have *Susanna*, which is an hearty girl, and will quickly be helpful to her, and she may be helpful to the child, to bring her up: These or either of these I durst trust their care under God, for the faithful discharge of that which may be for my children's good and comfort, and I hope to thy satisfaction: Therefore if they be willing to take them, and to deal well by them, answer my desire I pray thee, thou hast been willing to answer my request formerly, and I hope now thou wilt, this being the last so far as I know.

Honoured and most loving father and mother I cannot tell how to express your fatherly and motherly love towards me and mine: It hath been so great, and in several kinds; for the which in a poor requital, I give you hearty and humble thanks, yet trusting in God that he will enable you to be a father and mother to the motherless: Be not troubled for the loss of an unworthy daughter; but rejoice in the free grace of God, that there is hopes of rejoicing together hereafter in the place of everlasting joy and blessedness.

Brothers and Sisters all, hearken and hear the voice of the Lord, that by his sudden providence doth call aloud on you, to prepare yourselves for that swift and sudden messenger of death: that no one of you may be found without a wedding garment; a part and portion in Jesus Christ: the assurance of the love of God, which will enable you to leave this world, and all your relations, though never so near and dear, for the everlasting enjoyment of the great and glorious God, if you do fear him in truth.

The private society, to which while here I did belong; if God by his Providence come amongst you, and begin by death to break you; be not discouraged, but be strong in repenting, faith & prayers with the lively repeatal of God's counsels declared unto you by his faithful messengers: O pray each for another and with one another; that so in these threatening times of storms and troubles, you may be found more precious than gold tried in the fire. Think not a few hours time in your approaches to God mispent; but consider seriously with yourselves, to what end God lent to you any time at all: This surely I can through grace now say; that of the time that there I spent, through the blessing of God, I have no cause to repent, no not in the least.

O my children all, which in pains and care have cost me dear; unto you I call to come and take what portion your dying mother will bestow upon you: many times by experience it hath been found, that the dying words of parents have left a living impression upon the hearts of Children; O my children be sure to set the fear of God before your eyes; consider what you are by nature, miserable sinners, utterly lost and undone; and that there is no way and means whereby you can come out of this miserable estate;

but by the Mediation of the Lord Jesus Christ: He died a reproachful death, that every poor humble and true repenting sinner by faith on God through him, might have everlasting life: O my Children, the best counsel that a poor dying Mother can give you is, to get a part and portion in the Lord Jesus Christ, that will hold, when all these things will fail; O let the Lord Jesus Christ be precious in your sight.

O children, neighbours and friends, I hope I can by experience truly say, that Christ is the best, most precious, most durable portion, that all or any of you can set your hearts delight upon; I for ever desire to bless and praise the Lord, that he hath opened mine eyes to see the emptiness of these things, and mine own; and to behold the fulness and riches of grace that is in the Lord Jesus Christ: To that end my children, I do not only counsel you, but in the fear of the Lord I charge you all, to read God's word, and pray unto the Lord that he would be pleased to give you hearts and wisdom to improve the great and many privileges that the Lord is at present pleased to afford unto you, improve your youthful days unto God's service, your health and strength whilst it lasteth, for you know not how soon your health may be turned into sickness, your strength into weakness, and your lives into death; as death cuts the tree of your life down, so it will lie; as death leaveth you, so judgment will find you out: Therefore be persuaded to agree with your adversary quickly, whilst you are in the way of these precious opportunities: be sure to improve the lively dispensations of the gospel; give good attention unto sermons preached in publick, and to sermons repeated in private, Endeavour to learn to write your father's hand, that you may read over those precious sermons, that he hath taken pains to write and keep from the mouths of God's lively messengers, and in them there are lively messages: I can through the blessing of God along with them, say, that they have been lively unto me: And if you improve them aright, why not to all of you? God upbraideth none of *the seed of Jacob*, that seek his Face in truth: My children be encouraged in this work, you are in the bond of the covenant, although you may be breakers of covenant, yet God is a merciful keeper of covenant, Endeavour as you grow up, to own and renew your covenant, and rest not if God give you life, but so labour to improve all the advantages that God is pleased to afford you, that you may be fit to enjoy the Lord Jesus Christ in all his Ordinances. What hath the Lord Jesus Christ given himself for you? if you will lay hold upon him by true faith and repentance: And what will you be backward to accept of his gracious and free offers, and not keep in remembrance his death and sufferings, and to strengthen your weak faith; I thank the Lord, in some measure, I have found that ordinance, a life-making ordinance unto my soul.

Oh the smiles and loving embraces of the Lord Jesus Christ, that they miss of, that hold off, and will not be in such near relation unto their Head and Saviour. The Lord grant that Christ may be your Portions all.

My children, one or two words I have to say to you more, in the first place, be sure to carry well to your father, obey him, love him, follow his instructions and example, be ruled by him, take his advice, and have a care of grieving him: For I must testify the truth unto you, and I may call some of you to testify against

yourselves; that your Father hath been loving, kind, tender-hearted towards you all; and laborious for you all, both for your temporal and spiritual good:—You that are grown up, cannot but see how careful your father is when he cometh home from his work, to take the young ones up into his wearied arms, by his loving carriage and care towards those, you may behold as in a glass, his tender care and love to you every one as you grow up: I can safely say, that his love was so to you all, that I cannot say which is the child that he doth love best: but further I may testify unto you, that this is not all that your father hath been doing for you, and that some of you may bear me witness, that he hath given you many instructions, which hath been to the end your souls might enjoy happiness, he hath reprov'd you often for your evils, laying before you the ill event that would happen unto you if you did not walk in God's ways, and give your minds to do his will, to keep holy his sabbaths, to attend unto reading God's Word, hearing it preached with a desire to profit by it, and declaring unto you this way that he had experienced to get good by it; that was to pray unto the Lord for his blessing with it and upon it, that it might soke into the heart and find entertainment there: and that you should meditate upon it, and he hath told you, meditation was as the key to open the door, to let you in, or that into your heart, that you might find the sweetness of God's word.

Furthermore, my children, be encouraged in this work, your father hath put up many prayers with ardent desires and tears to God on behalf of you all: which if you walk with God, I hope you will find gracious answers and showers of blessings from those bottled tears for you. O carry it well to your father, that he may yet be encouraged to be doing and pleading for your welfare: Consider that the scripture holdeth forth many blessings to such children that obey their parents in the Lord, but there are curses threatened to the disobedient.

My children, in your life and conversation, live godly, walk soberly, modestly, and innocently: be diligent, and be not hasty to follow new fashions, and the pride of life, that now too much abounds. Let not pride betray the good of your immortal souls.

And if it please the Lord that you live to match yourselves, and to make your choice: Be sure you chuse such as first do seek the kingdom of Heaven.

My first, as thy name is *Joseph*, labour so in knowledge to increase, As to be free from the guilt of thy sins, and enjoy eternal Peace.

Mary, labour so to be arrayed with the hidden man of the heart. That with Mary thou mayest find, thou hast chosen the better part.

William, thou hadst that name for thy grandfather's sake, Labour so to tread in his steps, as over sin conquest thou mayest make.

Sarah, Sarah's daughter thou shalt be, if thou continnest in doing well,

Labour so in holiness among the daughters to walk, as that thou mayest excel.

So my children all, if I must be gone, I with tears bid you all

Farewell.

The Lord bless you all.

Now dear Husband, I can do no less than turn unto thee,

And if I could, I would naturally mourn with thee.

The first of these was the discovery of gold in California in 1848. This discovery led to a great influx of people into California, and the state became one of the most populous in the Union. The discovery of gold also led to the discovery of other minerals, such as silver, copper, and iron. These discoveries led to the development of the mining industry in California, and the state became one of the most important mining states in the Union.

The second of these was the discovery of gold in Colorado in 1859. This discovery led to a great influx of people into Colorado, and the state became one of the most populous in the Union. The discovery of gold also led to the discovery of other minerals, such as silver, copper, and iron. These discoveries led to the development of the mining industry in Colorado, and the state became one of the most important mining states in the Union.

The third of these was the discovery of gold in Nevada in 1859. This discovery led to a great influx of people into Nevada, and the state became one of the most populous in the Union. The discovery of gold also led to the discovery of other minerals, such as silver, copper, and iron. These discoveries led to the development of the mining industry in Nevada, and the state became one of the most important mining states in the Union.

The fourth of these was the discovery of gold in Idaho in 1860. This discovery led to a great influx of people into Idaho, and the state became one of the most populous in the Union. The discovery of gold also led to the discovery of other minerals, such as silver, copper, and iron. These discoveries led to the development of the mining industry in Idaho, and the state became one of the most important mining states in the Union.

The fifth of these was the discovery of gold in Montana in 1862. This discovery led to a great influx of people into Montana, and the state became one of the most populous in the Union. The discovery of gold also led to the discovery of other minerals, such as silver, copper, and iron. These discoveries led to the development of the mining industry in Montana, and the state became one of the most important mining states in the Union.

The sixth of these was the discovery of gold in Wyoming in 1869. This discovery led to a great influx of people into Wyoming, and the state became one of the most populous in the Union. The discovery of gold also led to the discovery of other minerals, such as silver, copper, and iron. These discoveries led to the development of the mining industry in Wyoming, and the state became one of the most important mining states in the Union.

The seventh of these was the discovery of gold in Utah in 1871. This discovery led to a great influx of people into Utah, and the state became one of the most populous in the Union. The discovery of gold also led to the discovery of other minerals, such as silver, copper, and iron. These discoveries led to the development of the mining industry in Utah, and the state became one of the most important mining states in the Union.

The eighth of these was the discovery of gold in Arizona in 1876. This discovery led to a great influx of people into Arizona, and the state became one of the most populous in the Union. The discovery of gold also led to the discovery of other minerals, such as silver, copper, and iron. These discoveries led to the development of the mining industry in Arizona, and the state became one of the most important mining states in the Union.

The ninth of these was the discovery of gold in New Mexico in 1878. This discovery led to a great influx of people into New Mexico, and the state became one of the most populous in the Union. The discovery of gold also led to the discovery of other minerals, such as silver, copper, and iron. These discoveries led to the development of the mining industry in New Mexico, and the state became one of the most important mining states in the Union.

The tenth of these was the discovery of gold in Texas in 1880. This discovery led to a great influx of people into Texas, and the state became one of the most populous in the Union. The discovery of gold also led to the discovery of other minerals, such as silver, copper, and iron. These discoveries led to the development of the mining industry in Texas, and the state became one of the most important mining states in the Union.

And in a poor requital of all thy kindness, if I could, I would speak some things of comfort to thee, whilst thou dost mourn for me.

A tender-hearted, affectionate and entire loving husband thou hast been to me several ways. If I should but speak of what I have found as to these outward things; I being but weakly natured: In all my burthens thou hast willingly with me sympathized, and cheerfully thou hast helped me bear them: which although I was but weak natured; and so the more unable to go through those troubles in my way: Yet thou hast by thy chearful love to me, helped me forward in a chearful frame of spirit.— But when I come to speak or consider in thy place, thy great pains and care for the good of my soul.

This twenty years experience of thy love to me in this kind, hath so instamped it upon my mind, that I do think that there never was man more truly kind to a woman: I desire for ever to bless and praise the Lord, that in mercy to my soul, he by his providence ordered that I should live with thee in such a relation, therefore dear husband be comforted in this, (although God by his providence break that relation between us, that he gave being to at first) that in thy place thou hast been a man of knowledge to discharge to God and my soul, that scripture commanded duty, which by the effects in me wrought, through the grace of God, thou mayest behold with comfort our prayers not hindered; but a gracious answer from the Lord, which is of great price and reward. Although my being gone be thy loss, yet I trust in and thro' Jesus Christ, it will be my gain.

Was it not to this end that the Lord was pleased to enable thee and give thee in heart to take (as an instrument) so much pains for his glory and my eternal good, and that it might be thy comfort: As all thy reading of scriptures and writing of sermons, and repeating of them over to me, that although I was necessarily often absent from the publick worship of God, yet by thy pains and care to the good of my soul, it was brought home unto me: And blessed be the Lord who hath set home by the operation of his spirit, so many repeatales of precious sermons and prayers and tears for me and with me, for my eternal good: And now let it be thy comfort under all, go on and persevere in believing in God, and praying fervently unto God: Let not thy affectionate heart become hard, and thy tears dried away: And certainly the Lord will render a double portion of blessing upon thee and thine.

If thou couldst ask me a reason why I thus declare myself? — I cannot answer no other but this; that I have had of late a strong persuasion upon my mind, that by sudden death I should be surprised, either at my travail, or soon after it, the Lord fit me for himself: although I could be very willing to enjoy thy company, & my children longer, yet if it be the will of the Lord that I must not, I hope I can say cheerfully, *the will of the Lord be done*, this hath been often my desire and thy prayer.

Further, if thou could'st ask me why I did not discover some of these particulars of my mind to thee before, my answer is because I knew that thou wert tender hearted towards me, and therefore I would not create thee needless trouble.

O dear husband of all my dearest bosom friends, if by sudden death I must part from thee, let not thy trouble and cares that are on thee make thee to turn aside from the right way.

O dear heart, if I must leave thee and thine here behind,
Of my natural affection here is my heart and hand.

Be courageous, and on the living God bear up thy heart in so great a breach as this.

SARAH GOODHUE.

Dear husband, if by sudden death I am taken away from thee, there is infolded among thy papers something that I have to say to thee and others.

July 14, 1681.

John Whipple made his will on May 10th, 1669. Rev. William Hubbard and Robert Day being with him in the upper chamber, no doubt, as witnesses to his mark which he appended, because of physical weakness. His signature is preserved in many documents. Mr. Hubbard wrote the will.

WILL OF JOHN WHIPPLE, SENIOR.

(Filed, not recorded.)

In the name of God, Amen. I John Whipple Senior of Ipswich in New England being in this present time of perfect understanding and memory, though weake in body, committing my soule into the hands of Almighty God, and my body to decent buryall, in hope of Resurrection unto Eternall life by the Merit and power of Jesus Christ, my most mercifull Saviour and Redeemer, doe thus dispose of the temporall Estate w^{ch} God hath graciously given mee.

Imprimis. I give unto Susanna Worth of Newbery my eldest daughter thirty pounds and a silver beer bowle and a silver wine cup.

Item. I give unto my daughter Mary Stone twenty pounds and one silver wine cup, and a silver dramme cup.

Item. I give unto my daughter Sarah Goodhue twenty pounds. And all the rest of my household goods my will is that they be equally divided betwixt my three daughters afore sayd. But for their other Legacyes my will is that they should be payd them wthin two yeares after my decease: and if it should so fall out y^t any of my daughters above sayd should be taken away by death before this time of payment be come, my will is the Respective Legacyes be payd to their Heyres when they come to age. Likewise I give unto Antony Potter, my son-in-law, sometime, fourty shillings.

Moreover I give unto Jennett my beloved Wife ten pounds which my will is y^t it should be payd her besides the fourteen pound, and y^e annuity of six pounds a yeare engaged unto her in the Articles of Agreement before our Marryage. Concerning the four-score pound, which is to be Returned backe to her after my decease, my will is y^t it should be payed (both for time and manner of Pay) according to y^e sayd Agreement, viz: one third part in wheat, Mault and Indian Corne in equall proportions, the other two thirds in neat Cattle under seaven yea^re old. Further my will is y^t no debt should be charged upon my said wife as touching any of her daughters,

until it be first proved to arise from the account of Mercy, Sarah or Mary.

I do appynt my loving friends, M^r William Hubbard and Mr. John Rogers of Ipswich, the overseers of this my last will and Testament, and I doe hereby give them power to determine any difference y^t may arise betwixt my executor, and any of the Legatees, aforesayd, about y^e payments aforesayd. Lastly I ordayn and Appoynt my son John Whipple the sole executor of this my last will and Testament. To whom I give all the rest of my estate, both houses, lands, cattle, Debts from whomsoever due and to his heyres forever.

In confirmation whereof I have hereunto set my hand and seale this 10th day of May, 1669. In the presence of

WILLIAM HUBBARD

The marke of

ROBERT DAY

○

The marke of | | EDWARD LUMMUS

JOHN WHIPPLE

"This will was presented in court held at Ipswich 28 of September, 1669, by the oath of Mr. Wry Hubbard and Robert Day to be the last will and testament of Elder John Whipple deceased to the best of their knowledge. As attest, Robert Lord, cleric."

"An inventory of the estate of Mr. John Whipple deceased the 30 of June, 1669."

Impr. The farme contayning about three hundred and sixty acres	150	0	0
It. The houses and lands in ye Towne contayning about one hundred acres	250	0	0
It. In apparrell	9	0	0
It. In linnen	6	0	0
It. A feather bed with appurtenances	7	0	0
It. In Plate	6	0	0
It. In Pewter	4	0	0
It. In Brasse	3	10	0
It. In chayres, cushions, & other small things	1	7	0
It. A still		16	0
It. Two flock Beds		1	10
It. Two Tables		0	11
It. One musquet, one pr of mustard quernes		15	0
It. Andirons, firepan & tongs		14	0
It. Two mortars, two spitts		10	0
It. In Bookes	2	8	0
	444	1	0

Ipswich July 15th, '69

RICHARD HUBBARD

JOHN APPLETON

(The originals are endorsed "Elder John Whipple.")

"The inventory was delivered in court held at Ipswich the 28 of September, 1669, upon the oath of cornett John

Whipple to be a full & true inventory of the estate of his ffather, deceased, to the best of his knowledge and if more appears afterwards it should be added. As attest,

ROBERT LORD, Cleric."

It appears from the will that Susannah, his wife and the mother of his children, who was living in July, 1666, had died and that he had married Jennett ———. His daughter, Elizabeth, wife of Anthony Potter, is not mentioned, and undoubtedly was not living. Her name appears however, in a deed given by Mr. Potter, Dec. 22, 1664.¹ His "loving friends," whom he appointed the overseers of his will, were the ministers of the church. Mr. Rogers was called subsequently to the Presidency of Harvard College.

An ancient document, which Mr. D. F. Appleton found in the shop of an antiquary in New York City and presented to the Historical Society, is of unique interest in this connection. It is a Petition of remonstrance to the Quarter Sessions Court, against the renewal of the license of Corporal John Andrews of the White Horse Inn in High St., who had offended the sensibilities of his towns men by keeping open doors or open bar until past nine o'clock, and encouraging young men in devious way. It was drawn up and signed in June, 1658, by Ezekiel Cheever, the school master, and bears the signatures of Robert Payne, John Whipple, Senior, Deacon William Goodhue, Matthew Whipple, Samuel Appleton, Senior, and his two sons, Major Samuel and Captain John.

The humble peticon of Sundry of y^e inhabitants of y^e Towne of Ipswich whose names are subscribed
Sheweth

That whereas at y^e last Court held at Ipswich, there was presented to [] Hon^d Court a serious & earnest request upon weighty grounds for removin & suppressing one of y^e Ordinaries, found to be many wayes prejudiciall [] good of the place, Which peticon found such acceptance with this Hon [] as they were pleased to grant & continue no longer leave & liberty for [] continuance of y^e said Ordinary, then to this next Court at Salem. We are emboldned & encouraged (the causes of our grievance, still continuing & increasing) to entreat this Hon^d Court to recall & review our former requests & supplications tendred to them in y^e particular. And according to our hopes then conceived, no longer to continue or grant any license for upholding & keeping y^e same Ordinary. Which we verily beleieve will be an effectuall

¹ Ipswich Deeds 2:220.

meanes for y^e remooving of much sin & evill, & minister cause of joy & thanksgiving to many of good people, amongst us.

Samuell Appleton Sen^r
 Marke Simonds
 Tho Smith
 John Appleton
 Samuell Appleton
 William Adams Sen.
 Edward Chapman ?

Robert Payne
 John Whipple, Senior
 William Goodhue
 Moses Pengry
 Richard Kembal Se^a
 William Bartholomew
 Ezekiel Cheever
 Anthony Potter
 Reienold Foster
 Thomas Knowlton ?
 Jacob Pearkins
 John Warner
 Edward Llumaz
 Edward Browne
 Robert Day
 William Adams Jun^r
 Daniel Warner
 Mathew Whipple
 Tho Stace
 John Adams

CAPTAIN JOHN WHIPPLE.

Captain John was a man of different temper. His tastes were martial, rather than churchly, and he was distinctively a man of business. He received a license in 1662 "to still strong water for a year and retail not less than a quart at a time and none to be drunk in his house." In May, 1663, Mr. Baker and Corporal Whipple had licenses renewed for another year. In the year 1667, two years before his father's death, he had already built a malt house on the homestead lot and may have been in occupancy. Captain Appleton, Cornet Whipple and Thomas L(owe) were granted liberty to fell some walnuts for their kilns in 1667, and in 1673, Cornet Whipple had liberty to set up a fulling mill at the Little Falls. He had been chosen Cornet of the Ipswich Troop in 1668, under Captain John Appleton.

In 1674 he was a Representative to the General Court and served until 1680 and again in 1682 and 1683. In the sharp division that separated the Town into Royalist and Colonial camps, prior to the loss of the Charter, he sided with General Denison, Captain John Appleton, Francis Wainwright and many others in a timid appeal to the King in 1666, praying that he would not suspect the Colony of

The humble petition of sundry of y^e shalldoms
of y^e town of Ipswich whose names
are hereunto.

Sheweth.

That whereas at y^e last Court held at Ipswich there was presented to sayd
Court a pious & earnest request upon weighty grounds, for remission
& dispensing one of y^e Ordinaries found to be many wayes prejudiciall
god & his place. Which petition found such acceptance with this Hon^r
as they were pleased to grant & continue no longer there & liberty for
continuance of y^e said Ordinary, than to this next Court at y^e com. We
are emboldned & encouraged (the causes of our grievance still continuing &
increasing) to entreat this Hon^r Court to recall & reverse our former
requests & supplications tending to them in y^e particular. And according
to our hopes then conceived, no longer to continue or grant any license
for upholding & keeping y^e same Ordinary. Which we truly believe will
be an effectuall means for y^e removing of much sin & evil, ~~amongst~~
& minister cause of joy & thanksgiving to many of gods people, amongst us.

Samuell Aygleton Jun^r.

marke ~~gordon~~

Robt. Teyne

Tho Smith

John Whipple

John Aygleton

William Stodart

Samuell Aygleton

William Adams

John Adams

Edward
Whitney

Matthew Boulton

William Boulton

Ezekiel Cheever

Anthony Potter

William Potter

Charles Bond

John Bond

John Bond

Robert Day

William Adams Jun^r

Samuel Warner

Matthew

Whipple

John Stoddard

John Adams

PETITION OF REMONSTRANCE.

disloyalty, while Major Samuel Appleton and Deputy Governor Symonds were bold and defiant in the opposition. At the outbreak of the King Philip War, he was early in the field as a lieutenant in Captain Paige's troop. Fresh levies of foot and horse soldiers were ordered in February, 1675-6, to repel the Indian foe, already at their very gates, and Cornet Whipple was appointed Captain of the new troop of horse. His experiences in the field seem to have been rather unfortunate.

Major Savage in a letter of instructions dated April 1st, 1676, remarked, "touching that rebuke of God upon Captain Whipple & y^e poore people of Springfield, it is matter of great shame and humbling to us." The order from the Council to attack the Indians at Wachusset was discussed in a council of war at Quabaug, now Brookfield. It was decided to be impossible under the circumstances.

Captain Whipple had good reason for this stand as he reported that half of his troop was not able to march, and the other half had but one day's provision for six days' march. Sixteen men under Lieutenant Flood had petitioned to go home and plant for the support of their families, as their poor horses were nearly worn out. The whole troop apparently returned. Among the spoils of the war were the Indian captives and the Captain purchased a lad named Lawrence. Major Appleton bought three and Governor Symonds paid £5 for an Indian boy and girl. If these Indian slaves were allowed to meet each other with reasonable frequency, the hardships of their servile life were alleviated in measure.

In the summer of 1677 he led his troop to fight the Indians at Salisbury. Captain Whipple was a Feoffee of the grammar school, and a prosperous man of affairs. He married first Martha Reyner,¹ daughter of Humphrey and Mary Reyner of Rowley, who died February 24, 1679-80, and for his second wife Elizabeth Paine² June 28, 1680. His eldest son John, was born July 15, 1657, and there were other sons, Matthew, Joseph, born March 6, 1664, who died

¹ Ipswich Deeds 3:170.

² She was probably the widow of John Faine, eldest son of the Elder Robert Payne and Dorcas, who died at sea in the year 1677. Ipswich Deeds 4: 133; 5, 269.

in August, 1665, and another Joseph, born June 8, 1666; a daughter Susanna, who married John Lane of Billerica at Salem, December 10, 1683, and Sarah, who was born in September, 1671.

He was chosen Treasurer of Essex County and on April 10th, 1683, took his oath of office in open Court. He was taken ill shortly after as it appears from his will, which he signed on August 2nd, 1683, and died, as Mr. Felt says, on August 10th. Capt. John Appleton was chosen his successor as Treasurer of the County in September. His will and inventory are of especial interest. The latter is very minute but is published in a very slightly abridged form.

THE LAST WILL AND TESTAMENT OF CAPT JOHN WHIPPLE
SEN. OF IPSWICH.

I, John Whipple, Sen. of Ipswich, having not settled my estate before, in case of death do thus order the estate which God hath graciously given me. Imprimis my will is y^t Elizabeth, my well beloved wife, shall enjoy one halfe of my dwelling house so long as shee shall see cause to live therein, and if my execut^{rs} shall provide her y^e going of a cow or two with y^e use of an horse for her occasions during y^t time: And my will further is y^t my execut^{rs} shall pay or cause to be paid unto her fifteen pounds by y^e year, besides w^t is already mentioned during y^e time of her natural Life. Item, my will is y^t my daught^r Susan Lane shall have y^e portion w^{ch} she hath already Received (which I judge to be about seaventy pound) made up an hundred and fifty pounds in like specie as before. I will also that my s^d daughter shall have y^e remainder of her portion paid her within three years after my decease, my will likewise is, that my youngest daughter Sarah Whipple shall be brought up with her mother (if shee be willing thereunto) and my executors to allow her w^t maintenance is necessary thereunto, & to have likewise an hundred and fifty pounds for her portion at the time of her marriage, or when she comes to one and twenty years of age. Concerning my three sons, it was my intent y^t if my estate were divided into five parts y^t my eldest son should enjoy two fifth parts thereof, y^e other three to be left for y^e other three viz. Matthew, Joseph & Sarah. But apprehending that I am not like to escape this sicknesse, I thus dispose concerning the same, viz. I will that my son John and my son Matthew shall be execut^{rs} of this my last will & testament for y^e present & y^t my son Joseph shall be joynd as an execut^r wth them two, as soon as ever he comes to be of age. And then my Will is that if my son John enjoys all y^e Lands, houses, buildings & appurtenances, and Priviledges thereunto belonging where he now lives together with y^e Land in y^e hands of Arthur Abbot to be Added thereunto: And that my son Matthew enjoys y^e Lands, houses, where he now lives, the appurtenances & privileges wth y^e saw mill & y^e Land in y^e tenure of Fennell Ross, y^t then my son Joseph when he comes of Age shall enjoy y^e houses, buildings, Malting office, wth y^e other

Lands, pasture, Arable & meadow where I now live as his right of Inheritance & portion, to him and his heires forever, provided y^t my son John do help him to order & manage y^e same till he himselfe comes of Age. And also my will is that then he pay an hundred pound out of his estate to his sister Sarah, and y^e rest of her and her sister Susan's portion to be paid out of y^e Debts and other chattels which are found belonging to my estate. But if my two elder sons be not satisfied with this Distribution of my Reall estate, my will is y^t my whole estate (with what is in my son John's and Matthew's hands already of houses and lands) both reall and personal be equally divided by indifferent Apprizall into five parts, and if then my eldest son shall have two fifths thereof, my son Matthew another fifth, and if Joseph shall have another fifth and y^t y^e last fifth shall be improved to pay debts and other Legacies and y^t w^t ever land falls to any of my three sons shall be to them and their Heires forever. In witness whereof I have set to my hand & seale this second of August 1683.

JOHN WHIPPLE.

my will also is y^t if my two sons, John & Matthew choose to enjoy y^e farmes y^t then J^{no} shall also have y^e ten acres of marsh by Quilters & Matthew as much of my marsh in JOHN WHIPPLE y^e Hundreds to them and their Heires forever excepting y^e marsh in y^e Island w^{ch} may be sold to pay debts.

signed, sealed & Delivered in presence of us

WILLIAM HUBBARD

SAMUEL PHILLIPS

DANIEL EPPS

[Probate Records 304:10.]

An Inventory of the Estate of Captaine John Whipple of Ipswich, taken by us whose names are underwritten the tenth of Septemb^r 1683

Impr ^s His wearing Apparell, Woollen & Linnen prized at £27 18 s	27 18 0
It. A feather Bed & Bolster £5 curt ^{ns} vallins, cover ^d all of searge £12	17 0 0
It. A Diaper tablecloth at £2 5s a shorter Diaper table cloth £1 2s 6d	3 7 6
It. An old cupboard cloeth 2s Lesser cupboard cloeth 5s towells 4s	11 0
It. Three Pillow Beeres 9s 9 Diaper napkins 13s 6d 8 napkins 7s	1 9 6
It. Turkey worke for chairs & fringe & cloeth to make them £3 5s	3 5 0
It. Linsy woolsey cloeth 12s 3d a Remnant of Broad cloth 6s a yd Kersey 8s	1 6 3
It. Fine cloth to bottom chairs £3 13s cushions 9s a chest of draws £2 15s	6 17 0
It. Two cushion stooles at 6s a great chaire 5s Brass cob irons £1 5s	1 16 0
It. A looking glass 10s two wicker baskets 5s gloves 3s four chairs £1 12s	2 10 0
It. Two bolsters £1 5s coverlid £1 a blanket & sheet £1	3 5 0

It. A Bedstead & cover 16s 6 fine wrought chairs £2 8s	3 4 0
It. Three Leather chairs 9s fring chaire 6s a great chair 6s	1 1 0
It. Fine Stool fringe 6s cushions 4s (covered) —	
It. A fine wrought form & stoole 7s brass fire pan tongs & snufflers	1 3 0
It. Two pair of iron tongs & a warming pan 12s a case of knives 5s	17 0
It. Pistolls, hoolsters & Belt £2 15s one cushen and mat 7s	3 2 0
It. Brush & Broomes 2s 3 Pictures 3s a Book of Maps 5s	10 0
It. Thirteen napkins & towells 10s a course table cloth 10s	1 0 0
It. Two old table-cloths two towells & two cheese cloth 6s	6 0
It. Three sheets 18s one sheet 8s one pair of sheets 16s	2 2 0
It. One pair of fine sheets £1 5s an old pair 6s old Books 2s	1 13 0
It. Two course pillow beers 3s three bolster cases 7s 3 pillow beers 1 sheet	1 5 0
It. One sheet 12s 6d old sheet 4s another 4s one sheet 8s	1 8 6
It. A sheet & Bolster case 3s 6d a Pillow case & drawers 2s	5 6
It. A yellow silk scarfe 12s an old yellow scarf 10s	1 2 0
It. A yard $\frac{1}{2}$ fine holand 15s Remn ^{ts} of hol ^{nds} 3s yarns, thread tape 7s	1 5 0
It. One chest 6s a Rapeyer & Belt £1 13s a cutlas 15s a Rapeyer 10s	3 4 0
It. Files and sawes 3s chissells, gouges, gimblets 3s 8d	6 8
It. Three pair of sheares 4s 6d two locks 2s one auger 1s	7 6
It. One auger 1s a span shackle & pin 2s old Iron & stirrup irons 6s	9 0
It. Two old Bills 1s whissells 3s Basket & Gloves 3s	0 7 0
It. A Basket & yarne 3s scales & lead weights 12s	0 15 0
It. A compas 2s a file 1s A Razor & hone 3s Box & old iron 2s 6d	0 8 6
It. A great Bible 16s in Books £5 8s 9d 5 Bottles of syrrup of clove gilly fl	7 8 9
It. Three bottles of Rosewater 6s two Bottles of mint water 3s	9 0
It. A Glass Bottle of Port wine 2s Angelica water sirrup of gilli fl ^{wrs} strawberry water 3 Bottles 4s 3 pint Bottles a great Glass 4s	10 0
It. Three greate Gally Pots w th w ^t was in them 4s 2 earthen chamber pots, etc	10 0
It. A Box Drawers, two peices of twine £1 2s a bag with sugar 1s 6d	1 3 6
It. Spurs and wyer 1s 6d 2 caynes 2s croaper and a girdle 1s 3d	0 4 9

It. A Bedstead and cover above and below curtains and vallance	£2 6d	2 6 0
It. A cupboard with small things in it	£2 3d A deske and drawers 12s	2 15 0
It. A small Box 1s a brush and a stock to do limmes	1s 6d	0 2 6
It. Seaven dishes of white earthen ware one Bason and a sully bub pot	16s	0 16 0
It. One glass slick stone earthen porrenger and pot	3s 2 flower pots 1s	0 4 0
It. eight cushens	£1 10s table 10s great chair 4s 3 small chaires 6s	2 10 0
It. To a great chaire 4s window curtain 1s 6d part of a Buring cloth	8s	0 13 6
It. Forty cheeses	£5 an apple trough 6s two powdering tubs 6s 6d Lether 2s	5 14 6
It. Three beer Barrells	8s a great glass 1s a powdering tub 5s and old tubs 4s	18 0
It. Two andirons 14s churn 4s firkin w th 4 lb of butter	£1 5s—	2 3 0
It. Two earthen pots 2s 4 pound candles 2s 8d a hand jack 1s 2d 2 p ^r scales gally pot		10 5
It. The best pewter 77 lb	£7 14s 10 lb more of pewter £1 old pewter 15 lb	10 14 0
It. a Bed pan 9s two basons 8s four old candlesticks 9s 5 salt sellers 5s one more 2s		1 13 0
It. Two Basons & 4 Pottongers one beaker 9s 6 new pottingers 7s 6d a pottinger 4s		1 0 6
It. Two pint pots 6s flagon 14s 2 quart pots 6s		1 6 0
It. Two old chamb ^r pots 10s 4 lb old pewter & a 3 qt bason 9s cop ^r pot 6s tin-ware 6s tin?		1 11 0
It. Plate one bowle? £3 three spoons £1 10s silver cup 10s pair buttons 2s 6d three pair button 3s one buckle 1s a pair of shoe buckles 6s 3 dozen of plate buttons £1		6 12 6
It. a still with Instrum ^{ts} belonging	£1 10s tin lantern 1s beams for scales & weights	2 1 0
It. a Box iron 4s a smoothing iron 1s a brass copp ^{er}	£7 a great Brass pan £2 14s	9 19 0
It. Two small brass pans	£1 12s 6d old copper kittle 15s a brass kittle £1 5s	3 12 6
It. Two small brass skillits 6s 2 small brass Ladles & one skimmer 4s 6d		0 10 6
It. A brass bason 4s skillet 5s a little brass kettle 7s skillet 4s		1 0 0
It. Wool combs w th belongs to them	16s a brass chafeing dish 3s	0 19 0
It. Two bell mettle pots one £2 5s y ^e other £1 5s an iron kettle 8s & lit ^l iron pot		4 4 0
It. Two dozen of trenchers 1s 6d one tray 6 old dishes w th other dishes 3s 4d two piggin 1s 6d		0 16 4
It. Three cheeshoopes 1s earthen Pitcher 3d one payle, one piggin & strainer 3s 9d		5 0
It. An iron pot & pot-hooks 9s 6d Two tramels w th irons to hang upon 12s		1 1 6

1781	THE HISTORY OF THE	1
1782	THE HISTORY OF THE	2
1783	THE HISTORY OF THE	3
1784	THE HISTORY OF THE	4
1785	THE HISTORY OF THE	5
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1877	THE HISTORY OF THE	97
1878	THE HISTORY OF THE	98
1879	THE HISTORY OF THE	99
1880	THE HISTORY OF THE	100

It. a pair of bellows, meat forke, sugar augar & grid-iron 4s a trammel with hooks to it 12s	0 16 0
It. a fowling piece £1 10s two carbine £2 a jack, weight & a spit £2 10	6 0 0
It. a salt box & salt 1s two old bibles 1s 4 old chairs & old joynt stooles 4s	0 6 0
It. a meale trouth 6s sives 3s 6d shredding knife 1s frying pan and marking iron 4s	14 6
It. a cushion 3s cap & fardingalls 1s a kettle & skillet 9s	13 0
It. a bed & bedding 15s old spinning wheel 3s an old chest 3s	1 1 0
It. The Homestead at towne, dwelling house, kilne & other houses	330 0 0
It. a great saddle bridle & breast plate, crouper w th a cover at £3 10s	3 10 0
It. Pistols, holsters, breast plate crooper & simiter £2 5s	2 5 0
It. a tramel & slice 6s	6 0
It. two keelers 4s	4 0
It. Lawrence y ^e Indian at £4 3 yds crape at 6s	4 6 0
It. The farme Landes, Arthur Abbots housing & land	190 0 0
It. Fennel Rosses housing & land	190 0 0
It. The saw-mill w th all implements belonging to it	40 0 0
It. John's house & barne & kilne at 140	140 0 0
It. Matthew's house & barn	140 0 0

There was also the stock on the farms:

46 sheep & lambs at 15s a mare 2s 2 cows 8s swyne 8s 15s	41 15 0
8 piggs £3 10s hay in y ^e Barn & marshes 35 load at £22 10s	26 0 0
apples upon y ^e trees at £2 10s Irish yarn 24 lb at 1d 4s 7 cows at £1 6 oxen at £5 per ox 2 oxen at 4s per ox	38 10 0
bald hourse £5 black horse £5 22 sheep £6 12s	16 12 0
2 plows with Irons 8s harrow tooth and breaking up plow Irons 17s	

The total appraisal was £3314.

The will lacks the invariable pious prelude, with which all wills of the period begin, and proceeds to the solemn business in hand with manly firmness, but the Captain chose for his witnesses, two ministers, William Hubbard of Ipswich and Samuel Phillips of Rowley, and Captain Daniel Epps of Castle Hill, a fellow soldier and friend. Mr. Hubbard wrote it as he had done for his father, fourteen years before.

The homestead was apportioned to Joseph but in the final division as it is recorded under date of October 31, 1684, John received

"the mansion house his father deceased in wth Barn, outhouses,

kilne, orchards, & homestead wth commonage & privileges in and upon Two acres & a half of land be it more or less, called ye Homestead in Ipswich Towne. (Pro. Rec. 303:135.)

This record makes it certain not only that Captain Whipple made his home and died in the homestead, though he owned a large estate in houses and lands in the Hamlet, but also shows that the item in the inventory: "The homestead at towne, dwelling house, kilne & other houses £330 0 0" is identical with the homestead as described in the division, and that the words "other houses" have reference only to the usual out buildings. This large valuation, therefore, is in the main, the valuation of the dwelling as there were only two and a half acres of land, a barn, malt-kilne, and other ordinary out-buildings.

General Denison's property was inventoried the year before, 1682, and his dwelling and lot were appraised at £160. He was a man of great prominence and comparative wealth. (£2105.) His house had been burned by an incendiary fire only a few years before, yet this new residence, fine as we may imagine it to have been, was reckoned to be worth less than half as much as Captain Whipple's mansion. Deputy-Governor Samuel Symonds died on October 13, 1678, leaving an estate of £2534 sterling, but his house and about two acres on the Meeting House hill, in the very center of the town, were estimated at only £150. These valuations lead us naturally to believe that Captain Whipple's mansion was far more elaborate and costly, and that it was the grandest dwelling in the town or the larger neighborhood.

It is an easy conclusion that Captain Whipple, prosperous in his business affairs, and one of the wealthiest men in Ipswich, added to the plain and substantial house of the Elder, the elaborate and expensive eastern rooms, with massive and finely carved oak summers, and heavy girth on the east end, allowing the moulded edge on the outside. The beds with great feather beds, and serge curtains, vallance and coverlid, a single equipment, valued at £17, the Turkey work for chairs and fringe, the fine wrought chairs and form, the leather chairs, the abundant silver ware, the great store of pewter, the books worth £5 8 9, reveal a home of luxury with large rooms adequate to hold such furnishings. The military equipments are everywhere in evidence, the

great saddle, bridle and breast plate, pistols and holsters, rapiers and cutlass. An ancient spur was discovered when the house was repaired and we query if it might not have been part of the trooper's military gear.

We have no means of knowing whether the widow exercised her right under the will and made her home in half the dwelling, and whether the young Sarah was willing to live with her mother. It is a matter of record, however, that the young girl married Francis Wainwright, on March 12th, 1690, and made her home in the Wainwright mansion on High St., where her children were born, and where she died on March 16, 1709 in her thirty-eighth year. Col. Wainwright was a distinguished citizen, a Harvard graduate, Colonel of a regiment, Justice of the General Sessions Court, Feoffee and Representative. The most tragic remembrance attaches to his death. He had covenanted marriage with Elizabeth Hirst of Salem and the intention had been published, but he was taken sick at home on July 29, 1711, and died on August 3d. Judge Sewall's Diary bears the entry:

 Tis the most compleat and surprising Disappointment that I have been acquainted with. Wedding Cloathes to a Neck Cloth and Night Cap laid ready in the Bride's Chamber, with the Bride's Attire. Great Provision made for Entertainment, Guests several came from Boston and entertained at Mr. Hirsts, but no Bridegroom, no Wedding. He was laid in a new Tomb of his own making lately and his dead wife taken out of another and laid with him.

Sarah, daughter of Colonel Francis and Sarah Wainwright, married Stephen Minot of Boston, who, with John Whipple, brother of Sarah, were the executors of the colonel's will.

MAJOR JOHN WHIPPLE.

John Whipple, son of Captain John, was twenty-six years old when his father died, but he had been married two years and had a home of his own. We may presume he removed in due time to the stately mansion he inherited from his father. His first military office was that of Cornet, to which he was appointed in 1689, and he may have had a command in the Expedition to Quebec. It is uncertain, also, whether

the John Whipple, who was one of the Selectmen, and met in the revolutionary caucus at John Appleton's house, distant only a stone's throw from the Whipple dwelling, is Major John.¹ Several men of this family, bearing the same name, were then living.

On July 6, 1706 Captain John Whipple with his troop passed Haverhill ferry, on an Indian alarm. Later in life, he became Major, and a Justice of the Sessions Court.

Major Whipple married Katherine Layton June 16th, 1681, who died January 15th, 1720-21, in her 63d year. Their daughter Martha, married Rev. Richard Brown, Jr. of Newbury, April 22, 1703, and had a daughter, Martha, and son William, at her father's death. Katherine, born August 25th, 1685 died in her seventeenth year on August 16th, 1702. Elizabeth, died in 1688 and another Elizabeth on January 2, 1695-6. Mary, born October 20, 1684, married Benjamin Crocker, intention December 12, 1719. Sarah, born December 16, 1692, died on July 4, 1713. Susanna, born April 3, 1696, married Rev. John Rogers of Kittery, son of Rev. John, pastor of the Ipswich church, intention September 6, 1718. Mercy was born February 7, 1697-8.

"Major John Whipple, Esq.," as he is styled in the record of his death, "went to bed well at Night & was found dead in the morning." June 12, 1722, in his sixty-fifth year. He had made his will in the previous year.

WILL OF MAJOR JOHN WHIPPLE.

In the name of God Amen. The thirtieth day of August 1721. I John Whipple, of Ipswich, In the County of Essex in New England, being sick & weak of Body but of perfect Mind & Memory. Thanks be Given to God therefore, Calling to Mind y^e Mortality of my Body & knowing y^t Is Appointed for all Men Once to Dye Doe make and Ordaine This my Last Will & Testament; that Is to say principally & first of all I Give and recommend my Soul Into the hands of God that Gave it, and my Body I Recomend to ye Earth to be buryed in a Decent & Christian Buriall att ye Discretion of my Exec., nothing Doubting but att ye Genl Resurrection I shall receive the same againe by ye Almighty power of God; and as toucheng such Worldly Estate wherewith It hath pleased God to bless in This Life, I Give, Demise & Dispose of the same in the following Manner or Forme.

Impr. I give to my Daughter Mary Crocker & To the Heirs of her Body Lawfully begotten my now Dwelling House & Homestead

¹ Ipswich in Massachusetts Bay, pp. 238, 241, 243, 249.

with all the building upon the same. Also I give to my Daughter Crocker all ye furniture both of the parlour and Parlour chamber also one Bed More such as shee shall Chuse with all ye furniture to ye same belonging, also Three pair of Sheets, Two Large Table Cloths & Two Smaller Ones & Two Dozen of Napkins, also I give unto my Daughter Crocker all the utensills of y^e Kitchen & Leantoe & also my two Neb oxen & all my utensills for husbandry, also One old Common Right & my Negro Man & Two Cowes.

Item. I give to my son-in-law Benj. Crocker my ——— and fouling piece.

Item. I give to my Grandson, W^m Brown, my pistols and holsters.

It. I give to my Granddaughter, Martha Brown, forty pounds.

It. I give to Daughter Rogers my Negroe Woman Hannah.

It. I give to my Grandson, John Rogers, twenty pounds and after all my Lawful debts and all y^e above Legacies & my funerall Charges are all payd, the whole of my Estate which shall then remaine Both real and personal, Bills, Bonds, Whatsoever to be honestly apprizd & Equally Divided between my Three daughters, Martha, Mary & Susannah

It. I do Hearby Constitute and Apoint my three Sons in Law, Richard Brown Benjamin Crocker & John Rogers my Sole Executors of this My Last will & Testament. (Probate Records 313:458.)

An Inventory of the Estate of John Whypell, Esq., late of Ipswich Desesed as was presented to us, by his Executor. viz.

Wareing apparell	30 00 00
Books	4
Bills & bonds	182 14 6
one horse	10 0
amore & Corlett	2 00
one Cow	4 00
five Cows a £3 10 p ^r cow	17 10
two four year old Stears	7 10 0
one 3 y ^r old Stear	3 10
4 two year old hefers	7 12
2 yearling Stears	3 10 0
5 calfs	3 17
houshold Stuf in y ^e hall 1 clock	12 00 00
1 payr of and Iorns	0 12 00
tongs & fire pan	4 00
7 lether Chairs	2 02 00
3 woden Chairs	0 8 00
2 tabels a Glas Case & J? Stool	1 8
in the bead Room below	
2 bead Steads	0 10 0
2 Cobard	0 5 0
2 Chests	0 4 0
1 Cloose Stole	0 5 0
In the Chamber	
1 Chest	0 8 0
2 baskets	0 3 0
6 old chairs	0 6 0
a looking glass	0 4 0
in y ^e bead Room above	
1 bead stead. Coverled & b ts	3 15 0

one bead Stead	0	5	0
3 chairs & a Stool	0	8	0
2 old chests	0	2	0
in y ^e kishing Combr [Kitchen Chamber]			
1 bead stead & beading	1	10	0
1 bead and beading in y ^e [negro?] Chamber	1	10	0
1 Chest	0	3	0
1 bead boulster & Covered	4	5	0
11 payr of Sheets	5	10	0
a payr of Pelow bears	1	0	0
26 napkins	1	6	0
8 table cloths	2	0	0
10 towels	0	10	0
12 yd of lining Cloth	2	0	0
12 yd of Drogett	2	0	0
20 yd of Cotten & lining	2	0	0
a Sute of old Curtains	0	6	0
2 blanketts, 2 Coverleads & 1 Ruge	3	0	0
1 basket	0	10	0
lining & worsted yearn	1	18	0
Comed wool	0	10	0
10 lb. of Cotten wole	1	10	0
4 doz of bottels	1	0	0
1 plush Sadele	1	0	0
1 old Sadele	1	1	0
12 barels	1	4	0
2 tubs	0	6	0
5 Swine	6	0	0
a Calash & Tackeling	7	0	0
Slay		18	0
The Sum Total is	£350	6	8

As witness our hands this 7th day of August 1722.

EDWARD EVELETH

MOSES KIMBALL

EDMUND HEARD

An addition of y^e personall Estate of John Whipple Esq. Deceased. appriz'd by y^e Subscribers April 17. 1723

one Silver headed Cane	1	15	0
one walnut Staif with a Silver head		13	0
one old Desk		3	0
1 pair Cards		1	4
1 knife and fork		2	0
about 50 groz buttons	0	6	0
1 pair Shears	0	0	6
1 old press	0	18	0
1 pine chest	0	4	0
1 Table	0	4	0
1 Ditto	0	2	0
2 old chairs	0	1	0
1 pair old Stilyards	0	5	0

As witness or hands

EDWARD EVELETH

MOSES KIMBALL

EDMUND HEARD

Memorandum a mistake of 15s. in y^e 10th cotton wool to be rectifyd & 10£ in y^e bonds overcharged & about 150£ of y^e bonds not payable yet for several years, & y^e intrest on y^m is at 5th p Cent per annum.

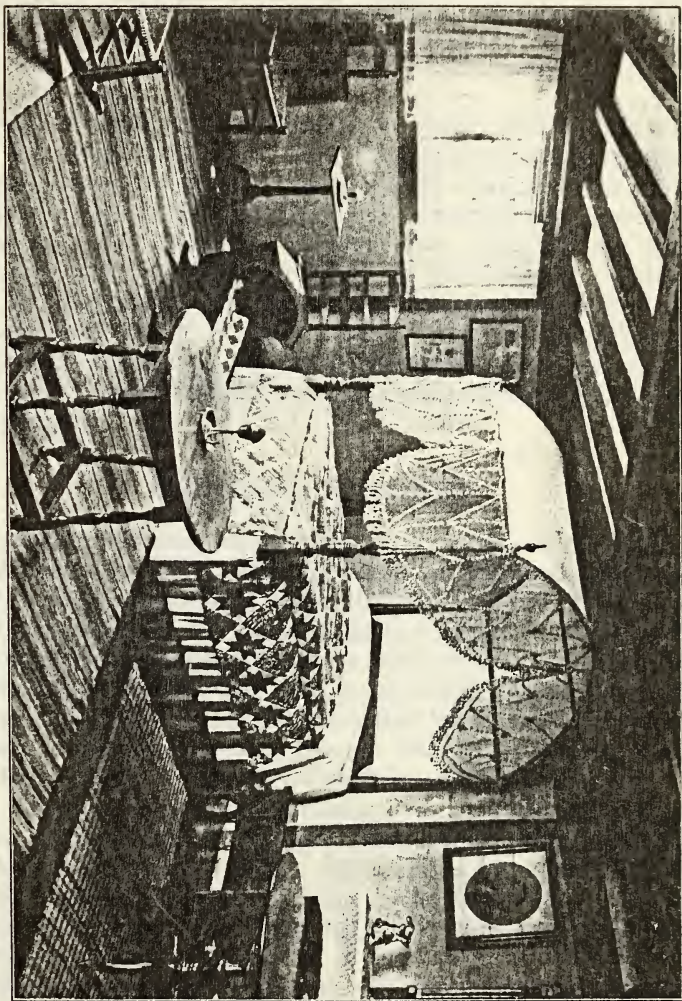
(A later addition was filed Dec. 11: 1722.)

These things we would Rectifie.
an old saw mill on Ipswich River

£15 0 0

In this will and inventory mention is made for the first time of the various rooms. There are the parlor and the parlor chamber, the hall with its household stuff valued at £16 14s. the kitchen and kitchen chamber, a bed-room below and one above and a leanto. We naturally identify the parlor and parlor chamber as the fine new rooms added by Captain John, and the kitchen and kitchen chamber as possibly the two rooms of Elder Whipple's. The hall was the seventeenth century kitchen, living room, often times sleeping room as well. Apparently the word kitchen, had about supplanted the old term, as the Major mentions the "kitchen" in his will, and the appraisers speak of the "hall" and the "kitchen chamber."

When Captain John enlarged the house he simply doubled the size, as the old rafters still remaining in the attic are evidence. The Major made a further enlargement by adding a leanto. This may have been only eight feet wide, the width of the little room on the northeast corner, thus making a long, narrow room the whole length of the house. Such narrow leantoos are sometimes found in old time houses, and they were provided with fire places and might have served for kitchens or for laundry or other rough work, incident to the farm. But the inventory mentions a bed-room above in addition to the parlor and kitchen chambers, and it may be that Major John during the thirty-nine years he owned the paternal dwelling, with his increasing family of daughters, six of whom were probably living at home in the year 1700, may have been obliged to make another change by widening the narrow leanto, and running new rafters over the original ones, thus giving the house about the same outward appearance it now has and securing some second story bedrooms under the sloping roof. The negro man and Hannah, the slave woman, may have found their humble sleeping quarters in the spacious attic.



IN THE WEST CHAMBER, WHIPPLE HOUSE



The barn, in the Major's time, was well occupied with his horse and mare, the two "neb oxen," the cows, steers, heifers and calves. The calash and its tackling, the earliest form of two-wheeled carriages, which were affected only by the most wealthy, probably required a carriage house by itself. Perhaps the most singular item in the whole inventory is "1 knife and fork."

Major Whipple grieved bitterly, no doubt, that he had no son, but there may have been the greatest compensation possible under the circumstances, in the singular fact that all three of his daughters, who lived to mature age, married ministers. For Benjamin Crocker was educated for the ministry, and frequently preached in the Ipswich pulpits, and Mr. Rogers and Mr. Brown were regularly settled. Notwithstanding this fact, there was a deal of unbrotherly wrangling over the settlement of the estate which was complicated by Major Whipple's guardianship of his niece, Lucy Wainwright.

BENJAMIN CROCKER.

Benjamin Crocker, whose wife, Mary, inherited the Whipple family dwelling, was a graduate of Harvard, class of 1713, a Representative to General Court in 1723, 1734 and 1736, Chaplain in the Louisbourg expedition in 1745, and teacher of the grammar schools for many years. The records of the South church show that he preached frequently, and he was so insistent on the old order that he removed his membership to the First church, because the Ruling Elders, who had been elected by the South church, were not ordained.

A daughter, Mary, was baptized Nov. 6, 1720 and a son, John, on Sept. 21, 1723. His wife, Mary, died Oct. 25, 1734 aged 51 years, 5 days. He married the widow Experience Coolidge on May 17, 1736, who died Nov. 4, 1759, in her 67th year. His third wife was Elizabeth Williams of Weston, whom he married at Weston, Sept. 9, 1760. Mary Crocker, daughter of Benjamin and Mary, married Joseph Gunnison of Kittery, Sept. 10, 1738. Mr. Benjamin Crocker died April 9, 1767 in his seventy-fifth year. He had made and signed his will just one year before.

In the name of God. Amen. April 9: 1766.

I, Benjamin Crocker of Ipswich in County of Essex, in New England, being in Health of Body and Mind & Memory (thro the Favour of Almighty God) & calling to Mind the Uncertainty of Life and Certainty of Death, Do make and Ordain this my last Will and Testament, and Principally and above all I recommend my Soul into the Hands of God, Thro Jesus Christ, hoping for his sake and Righteousness to find acceptance with God at the great Day of his Appearing; and my Body to decent Christian Burial: and touching such worldly Estate as God been pleased to bestow upon me, I give and despose of the same in Manner following, viz—

Imprimis. I give to my well beloved wife Elizabeth fourteen pounds, and all that estate which she brought with her to me upon our Marriage: provided and on Condition she shall acquit all her Right or Claim and Interest in & to all the rest of my estate.

Item. I give to my daughter, Mary Gunnison, the two best silver spoons, which, with what I gave her at her Marriage, together with what she held of land which she and her Brother sold to Charles Tuttle after her Marriage, which I account of a sufficient Part of my Estate. (The particulars of which I have set down in a Pocket Book in my Desk.)

Item. I give all the rest of my Estate both real and personal of what Nature soever to my son John Crocker, after my Debts and funeral Charges are paid by my said Son.

Witness,

BENJAMIN CROCKER.

JOSEPH APPLETON

JOSEPH APPLETON JR.

THOS. APPLETON JR.

(Probate Rec. 343: 481)

No mention is made of Tom and Flora, slaves of Mr. Crocker, who were married Sept. 6, 1726. In the long interval before his death the bondmen and their families may have received their liberty or may have been freed by Death. They are the last slaves who were kept in the old mansion.

DEACON JOHN CROCKER.

This worthy man was a Deacon of the South church, and the distinctively religious tone which had characterized the home of so many generations of Whipples suffered no loss in his time. The memory of neighborhood prayer meetings held in the great old rooms still lingers. He married Mehitable Burley, Dec. 3, 1747. She died July 9, 1766 in her 39th year. Her children were:

Mary, born Nov. 4, 1748, who married William Wade, intention March 11, 1769, and died Dec. 22, 1771, leaving two sons, Thomas and Samuel.

Mehitable, born Feb. 17, 1750, married Thomas Appleton, intention Nov. 26, 1768.

Hannah, born Dec. 29, 1752, married Edward Waldron. She died before her father and left two children, Mary and Abigail.

Lydia, born Nov. 7, 1754, married Elisha Treadwell, June 21, 1780, who died Dec. 19, 1792. She married Col. Joseph Hodgkins, Dec. 18, 1804.

Martha, baptized March 19, 1758.

John, born March 13, 1760, married Margaret Choate, May 25, 1786.

Sarah, born July 11, 1762.

Aaron, baptized Aug. 14, 1763.

Eliza, baptized Dec. 16, 1764.

Deacon John Crocker married again, Elizabeth Lakeman, intention Nov. 28, 1767.

Her children were:

Joseph, born Oct. 22, 1770.

Elizabeth, born Dec. 4, 1772.

As his father, Benjamin Crocker, died in 1767, and the first marriage of Deacon Crocker's daughters occurred in 1768, it is very probable that the old homestead was full of life and bustle. There were babies in their cradles, little children, with their sports, and older girls, who had their daily stint of knitting and sewing and working of samplers, and the grown up daughters had the privilege of the parlor for entertaining their bashful lovers. By and by there was much spinning and weaving and the making of the bride's great store of fine linen, and then the glorious excitement of the wedding days. Aaron, apparently died in early life and two boys only seem to have grown up in this throng of girls, John and Joseph. To them fell a daily round of chores in the barn and kitchen, for the great fireplaces were ever in need of wood, and there was much drawing of water from the old well by the door for the constant use of the large family.

Deacon Crocker died on April 21, 1806, in his 83d year, having made his will in due form about two years before.

In the name of God Amen. I John Crocker of Ipswich in the County of Essex _____ as to my worldly goods and estate, [I] give, demise and dispose of the same as follows—viz.

Imprimis. I give and devise to my son Joseph his heirs & assigns forever, my malt house and about one acre of land adjoining with the well and drane leading to said malt house, ——— also a desk that his mother brought to me when we were married.

Item. I give and bequeath to my daughter Elizabeth, the great Chamber in the west end of my dwelling house so long as she shall remain single and unmarried. I also give her a case of drawers and a chest with two drawers, which was her mother's. I also give and bequeath to my said daughter, Eliz, one cow and two sheep, such as she shall choose, to be winterd and summerd for her by my son John, and also sixty dollars in money. Item. I give and bequeath to my daughter Melitabel Appleton, sixty dollars in money. Item. I give to my son-in-law Thomas Appleton a note of hand I have against him dated April 28, 1795.

Item. I give and bequeath to my daughter Lydia Treadwell, sixty dollars in money. Item. I give to my grandson Thomas Wade and Samuel Wade thirty dollars each. Item. I give and bequeath to my grand daughters Mary Waldron and Abigail Waldron, thirty dollars each. I give and bequeath to my son-in-law, Edward Waldron, at my decease, my great Bible. Item. I give and bequeath to my daughter Elizabeth, one feather bed and bedding which her mother brought to me, when I married her. Item. I give and bequeath to my three daughters and to my grand-children, children of my Daughters, Mary and Hannah, deceased, the whole of my household goods (excepting my silver tankard) to be equally divided between them.

I give to my daughters aforementioned and my aforesaid grand-children, at my decease, all my books to be divided in same manner as I have ordered my household goods to be divided. Item. I give and devise to my son Joseph and to my daughter Elizabeth, and to their heirs and assigns in equal shares, my Pew in south Meeting House in this town. Item. I give to my sons John and Joseph all my wearing apparel and farming utensils to be equally divided between them. Item. I give and devise to my son John and to his heirs and assigns forever all my buildings and lands, excepting such parts of my buildings and lands as I have before given to my son Joseph and my daughter Elizabeth. I give and bequeath to my said son, all my stock of cattle and sheep, all my notes of hand, my silver Tankard, and all the rest and residue of my estate.

May 3, 1804.

(Essex Co. Probate Records 374: 9, 10.)

An inventory and appraisement of the estate of Deacon John Crocker late of Ipswich (Probate Records 374: 81).

In the West lower room

a clock \$16	1 look ^e glass \$8	one desk \$5	29.00
a setttee \$3	black walnut table 4 foot,	\$2.50	5.50
writing desk \$1	small round table \$1,	light stand 30 cts	
stand ^e candlestk 1.25			3.55
one great chair and 6 small ditto	viol back \$3.50	1 round table \$1.25	4.75
one small chair turkey worked	33cts	hand iron, shovel & tongs \$2.50	2.83
one feather bed, bolster and pillows	\$23.	bedstead sacking bottom \$2	25.00
curtains \$1.50	3 blankets \$4.50	calico quilt \$2	8.00

tea salver \$1.25	great Bible \$4	other books & paphts \$6.00	11.25		
2 pair small scales & weights 80 cts	hearth brush 25c		1.05		
Westerly bed room.	1 bed, bolster & pillows \$27	under bed & bedstead \$2.75	29.75		
2 blankets \$2	2 do \$3	1 bed quilt \$2	1 coverlet \$2	13 pr. sheets \$22.75	31.75
10 pair pillow cases \$3.07	table cloths \$4.75	12 napkins \$1.75	9.50		
East room.	3 leathd chairs \$1.50	round chair and cushion \$1.	2.50		
four old chairs 67 cts	small looking glass \$1		1.67		
pair small hand irons 50 ct.	small table 12 ct.		.62		
East bed-room.	underbed, bedstead & cord \$1.25	3 coverlets \$3.75	5.00		
two blankets \$2	1 pair sheets \$2.	linen wheel and reel \$1.	5.00		
tin pail 33 cts.	scales and weights 50 cts.	wearing apparel \$25	25.83		
32 ounces silver plate \$32.42	half dozen tea spoons \$2.50		34.92		
1 pair shoe and knee buckles \$3	set gold buttons \$3.50		6.50		
West chamber.	1 case drawers \$1.50	one ditto faneerd \$7	8.50		
six leath'd chairs \$2.50	one great ditto \$3	small cane back'd \$1	6.50		
bed, bolster & pillows \$22	under bed, bedstead & cord \$3		25.00		
curtains and valions \$3	one pair sheets \$2.50		5.50		
			289.97		
one blanket \$1.50	coverlet \$1	bed quilt \$2	4.50		
small pair hand irons 50 ct.	1 maple table \$1	small looking glass .25	1.75		
In the East chamber,	1 bed, bolster & 1 pillow \$25.				
under bed, bed std. & cord 2.50			27.50		
3 blankets \$3.25	three bed quilts \$4		7.25		
square oak table 50 cts.	old chest and fire screen 75 cts		1.25		
flax comb \$1	iron-jack 75 ct.		1.25		
In the kitchen.	1 brass kettle \$3	one brass pan \$2	5.00		
Pewter \$9	hand irons \$2.50	shovel & tongs \$1	12.50		
grid iron 50 cts.	candlesticks 50	toasting iron 50	1.50		
1 pr. brass candlesticks \$1	iron and tin ware \$6		7.00		
bell metal skillet 30 cts.	brass skillet \$1		1.30		
tin ware \$1.75	warming pan \$1.00	pr bellows 25 ct.	3.00		
earthen ware & glass bottles \$2.	case with bottles \$1.50		3.50		
crockery ware & glass ditto \$3.	3 tables \$1.75		4.75		
a mortar, 2 coffee mills, flesh fork, skimer and skewers			2.00		
3 iron bread pans \$1	3 chests \$1.50	meal chest 50 ct.	3.00		
kitchen chairs \$1.50	old cask & tubs \$2.50	50 lb. salt pork \$8	12.00		
cheese press \$1.25	two spits \$1.25	pails \$1	3.50		

Two sons only are mentioned in the will, John and Joseph, allusion is made to Mary and Hannah, deceased, and the names of Eunice, Martha, Sarah, and Eliza, do not appear. They died in early life undoubtedly.

Joseph received as his portion of the estate the malt house

and about an acre adjoining, the first division ever made in the original grant. The malt house stood where the brick machine shop of the Mill now stands, on the corner of Estes St. It was taken down by Mr. Nathaniel Wade and removed and rebuilt on his house lot on the south side, in the rear of the residence of Jesse H. Wade. John, then living at Londonderry, received the homestead. He sold, however, to his brother Joseph. The deed was not recorded but on the death of Joseph on Jan. 21, 1813, the inventory of his estate was recorded.

Inventory of the estate of Joseph Crocker, malster.

House and barn and malt house, with other buildings and land			900.00
1 blue coat \$3.00	1 blue surtout coat \$2.50	1 blue grate coat \$3.50	9.00
1 black waist coat \$1.00	2 green waist coats \$1	2 pair small clothes woolen and drawers \$2	4.00
1 pair kersey meer smale cloths 50 cts.	1 pair nankin jacket and breeches \$1		1.50
1 pair cotton and linen trowsers \$1	8 shirts \$6.50	8 pair of hose \$3.50	11.00
1 pr leather gloves 12 cts.	2 silk and one linen handkerchief \$1.75		1.87
3 pr. old trowsers 75 cts	2 frocks \$1.	2 pair of boots \$3.75	7.00
	2 pair of shoes \$1.50		
2 felt hats 60 cts.	1 gun, bayonet & snap sack and cartridge box \$5		5.60
1 gun & cartridge box, and 2 powder horns \$2	live hare cleaned ? 60 cts.		2.60

COLONEL JOSEPH HODGKINS.

Col. Hodgkins had married for his third wife Mrs. Lydia Treadwell, relict of Elisha Treadwell and daughter of Deacon Crocker. On the death of Joseph Crocker the administrator of his estate sold five-sixths of the dwelling and land about it to Col. Hodgkins, the deed of sale bearing date, May 16, 1813. It reserved for Elizabeth, daughter of Deacon Crocker

the great chamber in the west end of the house, with the privilege of going in and out at the front door, and a right to use the entry way and stairs in common, and a right to bake in the oven in the northeasterly room, to go to and from the well, and a privilege in the cellar to put and keep so much cider, vegetables and other necessaries sufficient for her own use, also liberty to pass and repass to and from the yard at the southwest end of said house,

and to keep therein the wood for her own use, said reservations to continue so long as she shall remain single and unmarried, as expressed in the last will and testament of said John Crocker deceased.

The oven in the northeast room was in place when the house was restored by the Historical Society. It was not a part of the original construction, and was removed and the old lines of the fireplace restored.

Col. Hodgkins was an old man, seventy years old, when he bought the house in 1813, and his granddaughter, Miss Sarah Wade, used to say that he did not occupy it until 1818, but he lived to be eighty-six years old, and he had dwelt eleven years at least in the old mansion. He was an interesting figure in his day, and his ownership adds to the sentimental value of the house. He marched in Captain Nathaniel Wade's company of minutemen on the Lexington alarm, and was first lieutenant in Captain Wade's company at the battle of Bunker Hill. His letters from the field to his wife are still preserved. He wrote from Cambridge, on the 18th of June.

Dear Wife—

I take this opportunity to inform you that I am well att Present I would Just inform you that wee had a verry hot ingagement yesterday. But God Preserved all of us for whitch mercy I Desire Ever to be thankfull.

and again on the 23d.

Have not time to write Pertickler of y^e Engagment. But we whare Exposed to a very hot fire of Cannon & small armes about two ours. But we whare Presarved I had one Ball went under my arme and Cut a large hole in my Coate & a Buck shot went through my coate & Jacket. But neither of them Did me any harme.

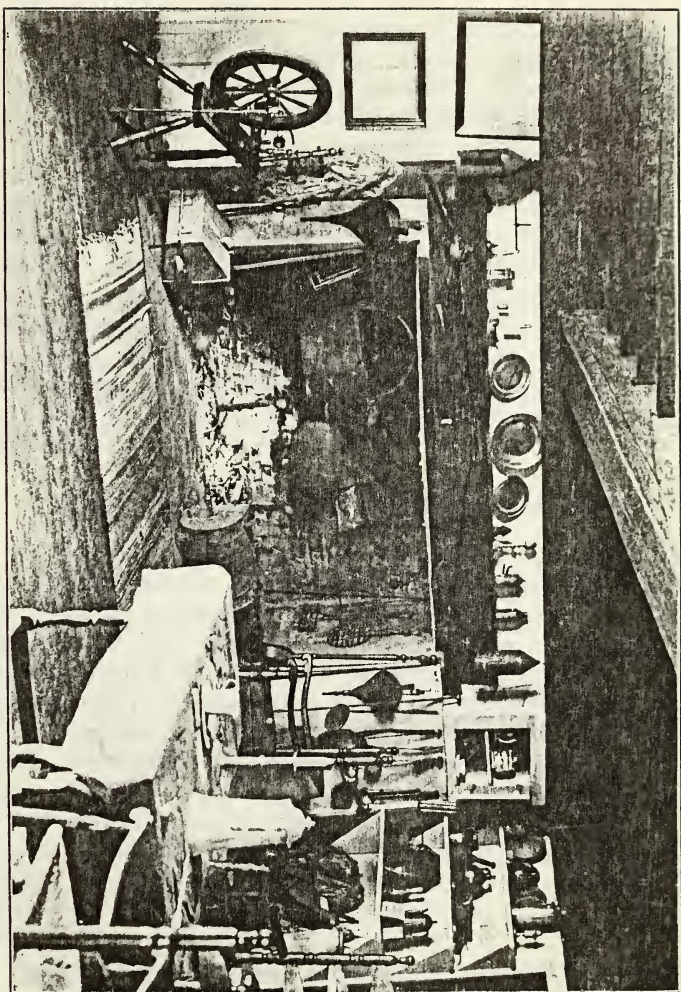
He served through the war with distinction, was at Valley Forge, and in the battles of Long Island, Harlem Heights, White Plains and Princeton, and at the capture of Burgoyne's army. He won the rank of Colonel, and succeeded Colonel Wade as commander of the Middle Essex Regiment of the militia. From 1810 to 1816, he was a Representative to General Court. Miss Sarah Wade, daughter of Nathaniel Wade, Jr., who married Hannah Hodgkins, daughter of the Colonel, was a petted visitor at her grandfather's house when she was a little girl, and her recollections of the venerable gen-

tleman and his home were very vivid. He was a very tall man, with strongly marked Roman nose and thin hair, which was gathered into a queue. To his last days, he would have his pewter plate, which was kept with the platters on a high shelf in the kitchen.

The room furnished as a kitchen by the Historical Society was the parlor, and the only carpet in the house covered the floor. Some roundabout chairs and a pair of great brass andirons were included in the parlor furnishings, and a quaint colored English print of the Countess of Suffolk's house near Twickenham, published in 1749, hung on the wall. It was owned recently by the late Miss Nellie Wade. The west room was the family sitting room, and in this room the old soldier died, lying in a press bed in the centre of the room, on September 25, 1829. Sarah slept in a little bedroom, that opened then from this room, on the night her grandfather died, and she remembered distinctly that the window in that room was diamond paned and opened like a door. Her brother, Mr. Francis H. Wade, remembered a window of the same style in the front gable end. Miss Wade remembered as well, that her father, who was a carpenter, built on the addition, as a pantry, for the convenience of the old people, now occupied by the stairway. The upper east chamber was occupied by Miss Polly Crafts, who made her scant living by weaving towels on a cumbersome hand loom.

One child alone of his great family of twelve children was alive at the death of Colonel Hodgkins. His widow survived four years until June 21, 1833. Upon her death the ancient home of the Whipples for six successive generations, three in the Whipple name and three in the Crocker, passed out of the family. Mr. Nathaniel Wade, whose wife was Hannah Hodgkins and other heirs of the Colonel, sold the house and an acre and 11 rods of land to Caleb K. Moore of Canterbury, N. H., a peddler by trade, October 31, 1833, for \$501. (Essex Deeds 271:164). The same heirs sold the remainder of the lot, an acre and about eleven rods, on Aug. 11, 1841, to James Estes, for \$300,

beginning at the north east corner by the road & Caleb K. Moore's land, south east by the road to land and barn of Enoch Pearson, south west by said barn and a barn and land of Joseph Farley, thence South-east by Farley's land to the river, thence by the



FIREPLACE IN THE KITCHEN, WHIPPLE HOUSE

river to land of Samuel Wade, northwest by said Wade to Moore, northeast by Moore to first.
(Essex Deeds 326: 215).

Caleb K. Moore sold to Abraham H. Bond, manufacturer, one of the Nottingham stocking weavers, who colonized in Ipswich, on October 7, 1841, for \$900 (Essex Deeds 327: 157). The property remained in the hands of Mr. Bond until his death. During his ownership an old house was removed by him from the estate now owned by Miss Lucy Slade Lord, it has been said, and located on the corner of Market and Saltonstall streets. Mr. James W. Bond, son of Abraham, acquired the homestead by inheritance and purchase from other heirs, and sold to the Ipswich Historical Society, the house and land about it on May 12, 1898. (Essex Deeds, 1549:6), the corner house with land, July 26, 1899 (Essex Deeds, 1584:266), and the remainder of the land with an old barn, November 17, 1902. (Essex Deeds, 1691:470.)

THE IPSWICH HISTORICAL SOCIETY.

On the evening of April 14, 1890, Rev. Augustine Caldwell, Hon. Charles A. Sayward, Mr. J. Increase Horton, Mr. John H. Cogswell and Mr. John W. Nourse, met at the residence of Rev. Thomas Franklin Waters to consider the organization of an Historical Society. Mr. Arthur W. Dow was unavoidably detained. It was the unanimous sentiment of this gathering that such a society should be organized to foster systematic and accurate historical studies and promote a better acquaintance with the history of the town. They voted, then and there, to organize a society, to be known as The Ipswich Historical Society, and elected as its officers: Mr. Waters, president, Mr. Cogswell, secretary, Mr. Sayward, Mr. Horton and Mr. Cogswell, executive committee.

During the spring and early summer several public meetings were held in the studio of Mr. Dow, at which papers on the early history of the town were read and interesting reminiscence was in order. In the winter of that and several following years, occasional meetings were held in the vestry of the South Church. The president read a series of

papers on the original locations of the early settlers and some studies on the old houses. Mr. Sayward contributed an interesting paper on the probable visits by voyagers to the spot now occupied by the town before Winthrop's coming. Hon. W. D. Northend of Salem read on several occasions some chapters from an unpublished work on early colonial history and Mr. Winfield S. Nevins gave a lecture on "The Homes and Haunts of Hawthorne in old Salem."

These meetings were well attended and it was evident the community was interested in the society. The membership enlarged gradually, but it was plain that the Society could not gain the success it desired until some permanent place of meeting should be secured, and the beginning of an historical collection should be made. Mr. Daniel S. Burnham very generously offered to give the half of the ancient house in East St., owned by him, provided that the Society should acquire the remainder. The old mansion would have been admirably adapted to our use in many ways but its location was unfavorable, and later investigations robbed it of its association with Rev. Mr. Norton and Rev. Mr. Cobbett. No active steps were ever taken toward securing this property.

The removal of the post office from the Odd Fellows' building opened a more promising opportunity, and at a meeting in the early autumn of 1895, the project of renting the vacant portion was enthusiastically approved. A generous subscription was made at once and in a short time sufficient funds were collected to provide a cabinet and table case for expected gifts. The first meeting in the new room took place on Friday evening, January 3, 1896. It was well attended and plans for the development of the society were adopted. Gifts of objects of interest, books and documents, began to be made.

In his address at this first meeting the President expressed the hope that some suitable monuments or markers might be put in place near the meeting house of the First Church, and on the South Green to recall and perpetuate the great associations, clustering about these spots. Shortly afterward, Mr. Francis R. Appleton generously offered to bear the expense of a monument with bronze tablets on the South

Green. This was unveiled and dedicated with public exercises of great interest on Wednesday, July 29, 1896. The Town has since appropriated sufficient funds to place the large tablet near the meeting house, and the smaller ones, which mark the spots where Governor Dudley and Simon and Anne Bradstreet dwelt.

At the annual meeting in December, 1897, the attention of the Society was called to the ancient Whipple house, as an admirable type of the earliest style of architecture, already much decayed and likely to fall into utter ruin. It was suggested that this old mansion, repaired and restored, would be an ideal permanent home for the Society. A committee was appointed to examine the house, and consider the feasibility of this project. It was found that notwithstanding its decayed condition the interior was well preserved, and of phenomenal attractiveness, and as the owner was willing to sell the committee reported in favor of its purchase.

A preliminary canvass for funds resulted in the contribution of fourteen hundred dollars, and the house and a small lot of land, with a right of way in the narrow passageway, separating from the other house on the corner, were purchased in May, 1898, at the cost of \$1650. Work was begun at once and it was found that the original plastering against the second floor still remained above the modern plastered ceiling, which was put up in Mr. Bond's boyhood, and that the original sheathing in the second story was intact behind the later plastering. The locations of the ancient casement windows were disclosed, the original fireplaces were excavated, and the splendid oak beams were laid bare. Unexpected bits of the original architecture, the ancient door-post, old batten doors with huge, unshapely hinges, portions of the old clay plastering, traces of the early coloring came to light and afforded invaluable guidance in the restoration of the old mansion to its pristine glory.

The work of repair and restoration being well completed, the dedication exercises were held on October 19, 1898. Miss Alice A. Gray, a lineal descendant of the Ipswich Howards of two centuries ago, after twenty-three years of service at the Fine Art Museum in Boston, felt the charm of the old house so powerfully, that she relinquished in a large measure

her museum work and became the custodian. She brought a beautiful collection of furniture, which was installed in the great east chamber, and her fine taste was everywhere evident in the "setting up" of the old rooms. She was instrumental in securing from Miss Ellen A. Stone of Lexington a large and valuable collection of antiques, and the sequel of a quiet five o'clock midsummer tea to a company of her friends, was the gift of \$1800 by Mrs. William C. Loring, wife of Judge Loring of the Supreme Court and daughter of the late Amos Adams Lawrence, the former owner of the Ipswich Mill. During his visits to the Mill Mr. Lawrence often came into the old dwelling and frequently expressed the wish that it might be preserved. Mrs. Loring was so appreciative of the work already done, and was so impressed with the necessity of safe-guarding the house by the removal of the dilapidated dwelling only a few yards away, that she made her generous gift to accomplish this end and beautify the lot thus secured, as a memorial of her honored father.

An immediate purchase of the house and lot and an additional strip six feet wide, the whole depth of the two lots now acquired, was made for \$1950, in July, 1899. The buildings were removed and the unsightly corner was soon transformed into an attractive setting for the house. An old and very unsightly barn still stood on the land owned by Mr. Bond, and in November, 1902, it seemed best to forestall a purchase, which might involve an undesirable and unsafe neighbor, by buying the balance of the lot. This involved an increase of the mortgage to \$3500, but ample compensation was secured in the increased safety of our house from fire and the ornamental value of the old orchard. This burdensome mortgage has been gradually reduced. Mrs. William G. Brown bequeathed \$500 to the society, which was used in this way as well as a later legacy of \$50 from Miss Elizabeth B. Jewett. The Historical Pageant of 1910 was so successful financially that a further reduction of a thousand dollars was made, and at last only four hundred dollars remains unpaid.

Besides the gradual payment of its mortgage indebtedness, the Society has issued a regular series of publications which has now reached its twentieth number. The elaborate

"Sketch of the Life of John Winthrop the Younger," with portrait and valuable reproductions of ancient documents, No. VII, was published by Mr. Robert C. Winthrop, Jr., at his own expense. Members of the Society bore the cost of two other numbers. With these exceptions, the Society has met the large outlay involved in the work of publication out of its own treasury. Though the sale of these publications is limited, the permanent contribution thus made to the history of Ipswich is of sufficient value to warrant this expenditure and such gradual increase as our funds will allow.

Gifts of pieces of furniture, portraits, ancient documents and records, books, newspapers, and a great variety of other interesting articles have been made by the members, until the Society has attained a collection of notable value. Its membership has increased in gratifying fashion and the enrollment now includes 16 life members, who have paid \$50 and are not subject to annual dues, 141 resident and 111 non-resident members, who pay an annual due of two dollars. There are no conditions or qualifications for membership beyond an interest in the work of the Society, and a large proportion of the membership is composed of those, who have a sentimental regard for Ipswich as the home of their ancestors, but whose residence is often far removed.

The generous support which the Historical Society has received in the quarter century now completed, encourages it to hope that this anniversary year may witness an immediate access of funds for its work. It needs the sum of \$400 to complete the payment of the mortgage, \$200 to defray the expense of necessary repairs and improvements just completed, and a large increase in its membership, to provide a larger annual revenue.

It dares to cherish the dream of a substantial, fire-proof building, to be erected on the land already owned, which would serve many useful purposes. Primarily it would be a memorial building, affording the means of perpetuating and honoring the names of the noble founders of the town, and those who have won renown for themselves and for the place of their birth in many generations. No outward and visible memorial of the Ipswich Resistance of the Andros government, the proudest event in its history, has yet been raised.

A Hall of Fame in this building would provide the place for enduring tablets of bronze.

Room would be provided for the systematic arrangement of a museum. The interesting pre-historic remains of the Indians, who dwelt here for ages, the weapons, tools and garments of the old times, the clumsy industries of the home, might be displayed. The library and valuable documents would here be safely housed. A room for lectures and meetings would be secured. Relieved of the miscellaneous and distracting collections that now of necessity find place in the old rooms, the venerable dwelling, furnished throughout so far as possible in the ancient fashion, might be made a notable illustration of a Puritan home.

These are great ideals but the amount needed for their realization is not excessive. A beginning of a fund for this end is certainly possible and once begun, additions would surely follow. Such a building would be second only to our Public Library, as an educational influence; as a grateful recognition of the noble past, and an inspiration to just civic pride and high citizenship, it would be unique and impressive and of far-reaching value.

T. F. Waters in account with the Ipswich Historical Society for the year ending Dec. 1, 1914.

DR.

Membership dues	452.00
Publications by mail,	12.77
Mrs. Fanny E. Smith, half tone of house	15.00
Whipple House	
Door Fees, Publications, etc.,	59.00
Supper,	111.32
	<hr/> 170.32
	650.09
Cash in Treasury Dec. 1, 1913,	314.89
	<hr/> 964.98

CR.

Salary of President,	250.00
Publication, No. XIX	179.77
Envelopes and Stamps,	26.76
Printing,	4.70
Interest on mortgage,	20.00
Insurance,	7.50
Books,	20.00
Research,	4.11
Incidentals,	4.79
Whipple House:	
Fuel,	66.46
Water and moth cleaning,	12.00
Incidentals,	18.39
	<hr/> 96.85
	614.48
Cash in Treasury,	350.50
	<hr/> 964.98

At the annual meeting of the Historical Society on Dec. 7, 1914, officers were elected as follows:

President, THOS. FRANKLIN WATERS.

Vice-Presidents, FRANCIS R. APPLETON, JAMES H. PROCTOR.

Secretary, JOHN W. NOURSE.

Treasurer, THOS. FRANKLIN WATERS.

Directors, CHAS. A. SAYWARD,¹ HENRY BROWN, JAMES S. ROBINSON.

¹Deceased.

MEMBERS.

LIFE MEMBERS.

Mrs. Alice C. Bemis	. . . . .	Colorado Springs, Col.
Richard T. Crane, Jr.	. . . . .	Chicago, Ill.
John Hogg	. . . . .	Boston, Mass.
Miss Katherine Loring	. . . . .	Pride's Crossing
Mrs. William C. Loring	. . . . .	Boston, Mass.
William G. Low	. . . . .	Brooklyn, N. Y.
George Prescott	. . . . .	Rowley, Mass.
James H. Proctor	. . . . .	Ipswich, Mass.
Thomas E. Proctor	. . . . .	Topsfield, Mass.
Charles G. Rice	. . . . .	Ipswich, Mass.
Charles P. Searle	. . . . .	Boston, Mass.
Mrs. Charles P. Searle	. . . . .	Boston, Mass.
John E. Searle	. . . . .	Boston, Mass.
John Cary Spring	Boston, Mass.
Mrs. Julia Appleton Spring	Boston, Mass.
Eben B. Symonds	Salem, Mass.

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Mrs. Sheila F. Allen	Miss Harriet D. Condon
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Mrs. Frances L. Appleton	Mrs. Carrie Damon
Francis R. Appleton, Jr.	Mrs. Ellen C. Damon
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George E. Barnard	Howard N. Doughty
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Edward C. Brooks	Miss Lucy R. Farley
Albert S. Brown, Jr.	Miss Abbie M. Fellows
A. Story Brown	John S. Glover
Charles W. Brown	Charles E. Goodhue
Henry Brown	Frank T. Goodhue
Frank M. Burke	John W. Goodhue
Ralph W. Burnham	William Goodhue
Mrs. Nellie Mae Burnham	Mrs. Annie T. Grant
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Mrs. Lavinia Campbell	Miss Alice Heard
Jeremiah Campbell	John Heard
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Denison R. Slade	Brookline, Mass.
Joseph Spiller	Boston, Mass.
Miss Ellen M. Stone	East Lexington, Mass.
Albert Wade	Alton, Ill.
Edward P. Wade	Alton, Ill.
W. F. Warner	St. Louis, Mo.

The Ipswich Historical Society was organized in 1890, and incorporated in 1898. It has purchased and restored to its original architecture the ancient house it now occupies, one of the finest specimens of the early Colonial style. It has issued a series of Publications which have now reached to No. XX, which are of general interest.

Our publications should have a wider circulation, and a beginning should be made of collecting funds for our fire-proof Memorial building for our collections and various uses. We wish to commend our work and our needs to our own citizens, to those who make their summer home with us, to all, scattered throughout our land, who have an ancestral connection with the old Town, and to any who incline to help us. We can use large funds wisely in sustaining the Society, in erecting our new building, and in establishing a permanent endowment.

Our membership is of two kinds: An annual membership, with a yearly due of \$2, which entitles to a copy of the Publications as they are issued, and free entrance to our House with friends; and a life membership with a single payment of \$50, which entitles to all the privileges of membership.

Names may be sent at any time to the President. Orders for the publication will be filled at once.

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SOCIETY.

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- II to VI inclusive. Out of print.
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- X. "The Hotel Cluny of a New England Village," by Sylvester Baxter, and the History of the Ancient House, with Proceedings at the Annual Meeting, 1900. Price 25 cents.
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- XII. "Thomas Dudley and Simon and Ann Bradstreet." A Study of House-Lots to Determine the Location of Their Homes, and the Exercises at the Dedication of Tablets, July 31, 1902, with Proceedings at the Annual Meeting, Dec. 1, 1902. Price 25 cents.
- XIII. "Fine Thread, Lace and Hosiery in Ipswich," by Jesse Fewkes, and "Ipswich Mills and Factories," by Thomas Franklin Waters, with Proceedings at the Annual Meeting. Price 25 cents.
- XIV. "The Simple Cobler of Aggawam," by Rev. Nathaniel Ward. A reprint of the 4th edition, published in 1647, with fac-simile of title page, preface, and headlines, and the exact text and an Essay, "Nathaniel Ward and the Simple Cobler," by Thomas Franklin Waters. 116 pp., 75 cents. Postage 10 cents. A limited edition, printed on heavy paper, bound in boards. One dollar, postage prepaid.
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